

MUTUAL AGREEMENT TO ARBITRATE

This Mutual Agreement to Arbitrate (“Agreement”) requires you and the Company (as defined in Section 1 below) to arbitrate any employment-related claims or disputes that arise during or following your employment, including those associated with the termination of your employment. This Agreement includes Claims (as defined in Section 4 below) that the Company may have against you or that you may have against the Company. This Agreement affects your rights to a trial by a jury. You may wish to seek legal advice before signing this Agreement.

Section 1: Definition of Company

The term “Company” shall mean Essex Property Trust, Inc. and any of its parents, subsidiaries, or affiliated companies, and its current and former officers, directors, agents, employees, representatives, owners, shareholders, and all successors and assigns of any of them.

Section 2: Arbitration Overview

In arbitration, each side in the dispute presents its case, including evidence, to a neutral third party called an arbitrator, rather than to a judge or jury. The arbitrator is either an attorney or a retired judge. You and the Company (collectively the “Parties”) are entitled to be represented by your own legal counsel in the arbitration proceeding. After reviewing the evidence and considering the arguments of the Parties, the arbitrator makes a written decision (an award) to resolve the dispute. The arbitrator’s decision is final and binding, which means there will be no trial by a judge or jury or appeal of the arbitrator’s decision. The Parties expressly waive their right to a jury trial and their right to a bench trial.

Section 3: Mutual Duty to Arbitrate

The Parties agree that any arbitration shall be conducted before one neutral arbitrator jointly selected by the Parties. The Parties agree that any arbitration shall be conducted under the JAMS Employment Arbitration Rules and Procedures (“JAMS Rules”) then in effect. You may obtain a copy of the JAMS Rules by accessing the JAMS website at www.jamsadr.com. You may also obtain a copy of the JAMS Rules by requesting a copy from the Company’s Sr. Vice President, Human Resources, 1100 Park Place, Suite 200, San Mateo, California 94403, telephone number (650) 655-7800. The Parties agree that this Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, *et seq.* The Parties also understand and agree that the Company is engaged in transactions involving interstate commerce. The Parties agree that this Agreement shall otherwise be interpreted and enforced pursuant to the laws of the State in which the employee is or was employed by the Company.

Section 4: Claims Subject to Arbitration

The “Claims” covered by this Agreement include, but are not limited to, claims for: wrongful termination; breach of any employment-related contract or covenant; breach of any duty owed to you by the Company or to the Company by you; disclosure of trade secrets or proprietary information; improper use of Company property or equipment; personal, physical or emotional injury; fraud, misrepresentation, defamation, or any other tort claims; wages or other compensation due; penalties; benefits; reimbursement of expenses; discrimination or harassment, including but

not limited to discrimination or harassment based on race, sex, pregnancy, religion, national origin, ancestry, age, marital status, disability, medical condition, genetic characteristics, gender expression, gender identity, sexual orientation, or any other protected characteristic; retaliation; violation of any constitution, statute, ordinance or regulation, including but not limited to Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans With Disabilities Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, and the California Wage Orders, Washington Industrial Welfare Act Ch. 49.12 RCW, the Washington Minimum Wage Act Ch. 49.46 RCW, the Washington Wage Payment Act Ch. 49.48 RCW, the Washington Wage Rebate Act Ch. 49.52 RCW, the Washington Law Against Discrimination, Ch. 49.60 RCW, and the Washington Leave Law, Ch. 49.78 RCW.

As used herein, “Claims” does not mean claims for workers’ compensation benefits, claims for state disability insurance, claims for unemployment insurance, claims brought under the National Labor Relations Act, claims covered by an applicable collective bargaining agreement, claims under an employee benefit or pension plan (the terms of which contain their own arbitration or claims review procedure), claims under the California Labor Code Private Attorneys General Act, claims for public injunctive relief (*i.e.*, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public), claims before the Employment Development Department, claims of employees with a written “Employment Agreement” that contains an arbitration provision, or any other dispute that is not arbitrable as a matter of law. Moreover, this Agreement does not prevent you from filing and/or pursuing administrative proceedings and remedies before an administrative agency (if applicable law permits access to such agency) notwithstanding the existence of an agreement to arbitrate. Such administrative claims include, without limitation, claims or charges brought before the Washington State Human Rights Commission, California Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the National Labor Relations Board, or the Office of Federal Contract Compliance Programs. In addition, disputes that may not be subject to pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act are excluded from the coverage of this Agreement.

Nothing in this Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party’s obligation to exhaust administrative remedies before making a claim in arbitration. The Company, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted protected activity.

Section 5: Arbitration of Individual Claims Only

All Claims covered by this Agreement must be submitted on an individual basis. No claims may be arbitrated on a class, collective, or representative basis. The Parties expressly waive any right with respect to any covered Claims to submit, initiate, or participate as a plaintiff, claimant or member in a class action or collective action, regardless of whether the action is filed in arbitration or in court.

Section 5.1: Class Or Collective Action Claims

THE PARTIES AGREE THAT EACH MAY BRING AND PURSUE CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES, AND MAY NOT BRING, PURSUE, OR ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR COLLECTIVE PROCEEDING. THE PARTIES AGREE THAT A COURT, NOT THE ARBITRATOR, SHALL DETERMINE WHETHER ANY CLAIMS MUST PROCEED ON A CLASS OR COLLECTIVE BASIS.

Section 5.2: No Representative Action Claims

EXCEPT TO THE EXTENT THIS PROVISION IS UNENFORCEABLE AS A MATTER OF LAW, THE PARTIES AGREE THAT EACH MAY BRING AND PURSUE CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES, AND MAY NOT BRING, PURSUE, OR ACT AS A PLAINTIFF IN ANY PURPORTED REPRESENTATIVE PROCEEDING. THE PARTIES AGREE THAT A COURT, NOT THE ARBITRATOR, SHALL DETERMINE WHETHER ANY CLAIMS MUST PROCEED ON A REPRESENTATIVE BASIS. THE PARTIES EXPRESSLY AGREE THAT ANY REPRESENTATIVE CLAIMS THAT ARE FOUND NOT SUBJECT TO ARBITRATION UNDER THIS AGREEMENT SHALL BE RESOLVED IN COURT AND SHALL BE STAYED PENDING THE OUTCOME OF THE ARBITRATION.

Section 5.3: NLRA Claims

Notwithstanding the unavailability of class, representative, or collective arbitration under this Agreement, nothing herein is intended to limit your rights under the National Labor Relations Act and you will not experience any retaliation for exercising such rights.

Section 6: Starting Arbitration

Either party may initiate arbitration by delivering a written request to arbitrate to the other party listing the Claim(s) to be arbitrated. Requests to the Company shall be mailed via certified mail to the Company's Sr. Vice President, Human Resources, 1100 Park Place, Suite 200, San Mateo, California 94403, telephone number (650) 655-7800. Requests to you shall be personally served upon you.

The arbitration shall take place in the county where you were employed by the Company.

Section 7: Cost of Arbitration

The arbitrator's fees will be paid by the Company. In addition, where required by law, the Company shall pay all costs peculiar to the arbitration to the extent such costs would not otherwise be incurred in a court proceeding. You shall not be required to pay any type or amount of expense if such requirement would invalidate this Agreement or would otherwise be contrary to the law as it exists at the time of the arbitration.

Section 8: Arbitrator's Authority

The arbitrator shall apply state and/or federal substantive law to determine issues of liability and damages regarding all claims to be arbitrated. The arbitrator must allow the Parties discovery sufficient to adequately arbitrate their claims and defenses in accordance with applicable state or federal law, even if the JAMS rules and procedures are more restrictive. The arbitrator must also allow either party to bring a motion for summary judgment or a motion for summary adjudication in accordance with the Federal Rules of Civil Procedure.

The arbitrator is authorized to award any remedy or relief that would have been available to the Parties, in their individual capacity, had the matter been heard in court. The arbitrator has the authority to provide for the award of attorneys' fees and costs to the prevailing party if such award is authorized or required by applicable law. Moreover, if any such issue is raised, the arbitrator shall decide whether this agreement to arbitrate is valid, enforceable, unconscionable, or whether it extends to the claims asserted by either the Employee or Company. However, as set forth in Sections 5.1 and 5.2, the arbitrator shall not determine whether any claims must proceed on a class, collective, or representative basis.

The Parties expressly agree and recognize that the arbitrator does not have any authority to hear arbitration either against or on behalf of a class, collective, or on a representative basis. To the extent required by applicable law and since the parties have not agreed to arbitrate collective or class claims, the arbitrator may only consolidate claims filed by individual employees so long as the arbitrator does not certify (conditionally or otherwise) a class or collective action that includes employees who have not filed their own individual claims.

Section 9: Written Decision

The decision of the arbitrator shall be in writing and shall provide findings and conclusions on which the award is based. Judgment on the award may be entered in any court having jurisdiction.

Section 10: Entire Agreement

The terms of this Agreement control over any prior or subsequent oral discussions you may or have had with a Company representative about arbitration, and supersedes any previous written arbitration agreement(s) with the Company.

Section 11: Severability

If any provision of this Agreement is determined to be illegal or unenforceable, the provision shall be deemed severed from the Agreement and such determination shall not affect the balance of this Agreement, which shall remain in full force and effect and such invalid provision shall be deemed severable.

BY SIGNING THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT, THAT THEY UNDERSTAND ITS TERMS, AND THAT THEY HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

Dated: _____

By: _____

Employee

Print

Name: _____

Dated: _____

By: _____

For Essex Property Trust, Inc.

ACKNOWLEDGMENT OF RECEIPT OF MUTUAL AGREEMENT TO ARBITRATE

I received a Mutual Agreement to Arbitrate and an Acknowledgment of Execution of Mutual Agreement to Arbitrate on the date indicated below. I understand that I am permitted to take these documents with me and to review them with an attorney of my choice if I so desire. I further understand that I must sign the Mutual Agreement to Arbitrate and sign and initial the Acknowledgment of Execution of Mutual Agreement to Arbitrate and return both documents before I may begin or continue my employment with the Company.

Your Signature

Your Printed Name

Last Four Digits of Social Security Number

Date of Your Signature

**ACKNOWLEDGMENT OF EXECUTION
OF MUTUAL AGREEMENT TO ARBITRATE**

___ I understand that I have signed a Mutual Agreement to Arbitrate (the “Agreement”).

___ I had an opportunity to read the Agreement in full before it was signed.

___ I had an opportunity to ask questions concerning the Agreement, and I received satisfactory answers to my questions before I signed the Agreement.

___ I understand the terms and conditions of the Agreement.

___ I was given a reasonable opportunity and period of time within which to consider the terms of the Agreement before I signed it.

___ I was given direction on how to obtain a copy of the JAMS Rules (from both the JAMS website and Human Resources).

___ I was given a reasonable opportunity and period of time within which to consider the terms of the Agreement before I signed it.

___ No one placed any undue pressure on me to sign the Agreement.

___ I have freely and voluntarily waived my right to have any employment-related claims that I or the Company might have decided by a judge and/or a jury.

___ I have freely and voluntarily waived any opportunity to act as a plaintiff, class member or collective member in any purported class or collective proceeding.

Please initial each of the blanks above to indicate your agreement with the corresponding statements.

Employee’s Signature

Employee’s Printed Name

Executed on _____