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LATHAM & WATKINS LLP

March 25, 2021

VIA ELECTRONIC MAIL

Office of the Chief Counsel
Division of Corporation Finance
Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549
shareholderproposals@sec.gov

Re: **Digital Realty Trust, Inc.**
Stockholder Proposal of Nia Impact Capital
Securities Exchange Act of 1934 – Rule 14a-8

Ladies and Gentlemen:

This letter is submitted pursuant to Rule 14a-8(j) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Digital Realty Trust, Inc., a Maryland corporation (the "Company"), has received a stockholder proposal and supporting statement (the "Proposal") from Nia Impact Capital (the "Proponent") for inclusion in the proxy materials for the Company's 2021 annual meeting of stockholders (the "Proxy Materials").

The Company hereby advises the staff of the Division of Corporation Finance (the "Staff") that it intends to exclude the Proposal from its Proxy Materials. The Company respectfully requests confirmation that the Staff will not recommend enforcement action to the Securities and Exchange Commission (the "Commission") if the Company excludes the Proposal pursuant to Rule 14a-8(e), because the Proposal was received by the Company on February 23, 2021, which is 55 days after the Company's December 30, 2020 deadline for submitting stockholder proposals.

By copy of this letter, we are advising the Proponent of the Company's intention to exclude the Proposal. In accordance with Rule 14a-8(j) and Staff Legal Bulletin No. 14D, we are submitting by electronic mail (i) this letter, which sets forth our reasons for excluding the Proposal and (ii) certain correspondence from the Proponent regarding the Proposal. Because the failure to timely submit a stockholder proposal is a deficiency that cannot be remedied, the Company has not provided to the Proponent the 14-day notice and opportunity to cure under Rule 14a-8(a)(f)(1). Rule 14a-8(f)(1) provides that a company is not required to provide a stockholder with notice of a deficiency in a proposal "if the deficiency cannot be remedied, such as if [the stockholder] fails to submit a proposal by the company's properly determined deadline."

*** FISMA & OMB Memorandum M-07-16

The Company intends to file its definitive proxy statement on April 23, 2021. This letter is being sent to the Staff fewer than 80 calendar days before such date and accordingly, as described below, the Company requests that the Staff waive the 80-day requirement with respect to this letter.

I. Background.

The Company first learned of the Proposal on February 23, 2021, when Kelly Hall, Operations & Communications Associate of the Proponent, emailed John Stewart, Senior Vice President, Investor Relations of the Company, indicating that the Proponent was "eager to start a dialogue with you and your team regarding our shareholder resolution" (the "February 23 Email," which is attached hereto with attachments as Exhibit A). Prior to this date, the Company had no knowledge of the Proposal.

The February 23 Email contained a PDF file with a letter dated December 15, 2020, addressed to the Secretary of the Company at the Company's principal executive offices (the "Office"), stating that "Nia Impact Capital has been a continuous shareowner of Digital Realty Trust, Inc. for more than one year . . . ." It also contained a PDF file with the Proposal and an excel spreadsheet purportedly detailing ownership of the Company's shares by "Kimberly Anne Lund TTEE," but not by Nia Impact Capital.

On February 26, 2021, an employee of the Company was dispatched to the Office, which has been closed since March 2020 because of the coronavirus pandemic and the various stay-at-home orders in place in San Francisco, California, where the Office is located. Once there, the employee located an envelope addressed to the Secretary of the Company at the Company's principal executive offices (the "Hand Delivery," which is attached hereto with contents as Exhibit B). The Hand Delivery appeared to have been slipped under the front door of the Office. The Hand Delivery is substantially similar to the February 23 Email, except that the cover letter was dated December 16, 2020, whereas the cover letter attached to the February 23 Email was dated one day earlier, December 15, 2020.

As noted above, because of the coronavirus pandemic and the "stay-at-home" orders in place in San Francisco, California, the Office has been closed since March 2020. Since April 2020, all mail that is properly addressed to the Office address has been forwarded to one of the Company's facilities in San Francisco that has been staffed during the pandemic, where the mail is scanned and distributed electronically to the appropriate recipients. Couriers delivering packages to the Office are informed by a sign outside of the office doors that the Company is not accepting deliveries and are instructed to forward the packages to the Company's facility in San Francisco (an address is provided) or to return the packages to the sender.

During a telephone conference on February 26, 2021, counsel for the Company asked if the Proponent could provide proof of delivery that would enable the Company to verify whether or not the Proposal had been received by the December 30, 2020 deadline. Meredith Benton of Whistle Stop Capital, a consultant to the Proponent, responded via email, stating, "The resolution itself was hand-delivered by a Nia team member, Kelsey Puknys, on 12/17/20. It was accepted

and signed for at the front desk." (the "March 2 Email," which is attached hereto as Exhibit C). Ms. Benton provided no other details or proof of delivery.

The Company has no way to verify how or when the Hand Delivery was delivered to its closed Office. However, it is notable that building security is not supposed to sign for or accept any packages on behalf of the Company. It is also notable that the same employee who eventually found the Hand Delivery did go into the Office on December 23, 2020 to retrieve other documents. That employee did not notice the Hand Delivery at that time, even though he was able to easily locate it when he returned to the office on February 26, 2021.

The Office is located on the 32nd floor of a 45-story building with multiple tenants, retail spaces and restaurants. On December 17, 2020, when the Hand Delivery was purportedly delivered, the Office was closed and entry to the building for visitors was restricted because of the coronavirus pandemic and stay-at-home orders issued by the Governor of California. Thus, it is unclear to which front desk Ms. Puknys delivered the Hand Delivery and who accepted and signed for the Hand Delivery. However, one thing is for certain – it was **not** the front desk of the principal executive offices of the Company, because the Office was closed.

It would have been very simple for the Proponent to use traditional, trackable methods of delivery, such as US Mail, FedEx or UPS, to submit the Proposal. Indeed, another proponent submitted a proposal via UPS on December 24, 2020, it was received by the Company and, because the proponent used a trackable method of delivery, there was no doubt that this proposal was delivered prior to the December 30 deadline. The Proponent also could have emailed a copy of the Proposal to the Company at the time of submission, as it did 55 days after the Company's December 30, 2020 deadline for submitting stockholder proposals. This, too, would have allowed the Company to receive the Proposal prior to the deadline. Inexplicably, however, in the midst of a global pandemic, the Proponent apparently opted to send an associate to hand deliver the Proposal to a closed office on the 32nd floor of a 45-story office building, a method that was not trackable and left no proof of delivery. Furthermore, the Proponent failed to follow up to confirm receipt by the Company until 55 days after the submission deadline.

As a result, the Proposal was not timely received by the Company at its principal executive offices until February 23, 2021, 55 days after the December 30, 2020 deadline for submission of stockholder proposals. Thus, the Proposal may properly be excluded from the Proxy Materials.

II. Basis for Exclusion.

The Company respectfully requests that the Staff concur with its view that the Proposal may be excluded from the Proxy Materials pursuant to Rule 14a-8(e) because the Company did not receive the Proposal at its principal executive offices before the deadline for submitting stockholder proposals to the Company.

A. The Proponent is unable to demonstrate that the Proposal was submitted to the Company's principal executive offices prior to the Company's properly determined deadline.

Rule 14a-8(e)(1) of the Exchange Act provides that, "[i]n order to avoid controversy, shareholders should submit their proposals by means, including electronic means, that permit them to prove the date of delivery." Staff Legal Bulletin No. 14 (July 13, 2001) further provides that stockholders should submit a proposal "by a means that allows the shareholder to demonstrate the date the proposal was *received* at the company's principal executive offices" (emphasis added). Although the Proponent claims the Proposal was submitted to the Company on December 17, 2020, the Company has no record of receiving the Proposal on that date. Further, despite being informed that the Company had not received the Proposal prior to February 23, 2021, the Proponent has not provided any evidence that the Proposal was timely received at the Company's principal executive offices on December 17, 2020, or any other date prior to the December 30, 2020 deadline.

In prior no-action letters requested under similar circumstances, the Staff has consistently permitted exclusion where proponents have not been able to produce evidence that the company actually received the proposal prior to the deadline. *See, e.g., Amphenol Corp.* (avail. April 15, 2016); *Hess Corp.* (avail. Mar. 19, 2012); *PetSmart Inc.* (avail. Apr. 27, 2010); *Lear Corp.* (avail. Mar. 11, 2009); *DTE Energy Co.* (avail. Mar. 24, 2008); *Alcoa Inc.* (avail. Feb. 25, 2008); *Unocal Corp.* (avail. Mar. 18, 1996); and *Eastman Kodak Co.* (avail. Feb. 19, 1992). In each of these letters, the proponent claimed to have submitted a stockholder proposal prior to the company's deadline for proposal submissions, but the proposal was not received at the company's principal executive offices prior to the deadline. The Company's situation is analogous to the precedents cited above in that the Proposal was allegedly sent by means which did not automatically provide conclusive proof of receipt at the Company's principal executive offices, and the Proponent cannot provide documentation or otherwise prove that the Company actually received the Proposal prior to the December 30, 2020 deadline.

B. The Staff has strictly construed the Rule 14a-8 deadline.

The Staff has on numerous occasions strictly construed the Rule 14a-8 deadline for receipt of stockholder proposals, permitting companies to exclude from proxy materials those stockholder proposals received at companies' principal executive offices after the submission deadline. *See, e.g.*, *Applied Materials, Inc.* (avail. Nov. 20, 2014) (concurring with the exclusion of a proposal received one day after the submission deadline); *BioMarin Pharmaceutical Inc.* (avail. Mar. 14, 2014) (concurring with the exclusion of a proposal received five days after the submission deadline); *PepsiCo, Inc.* (avail. Jan. 3, 2014) (concurring with the exclusion of a proposal received three days after the submission deadline); *General Electric Company* (avail. Jan. 24, 2013) (concurring with the exclusion of a proposal received one day after the submission deadline).

Consistent with the precedent cited above, the Company first received the Proposal from the Proponent on February 23, 2021, which is 55 days after the submission deadline. Accordingly, the Company requests that the Staff concur that the Proposal may properly be excluded from the

Proxy Materials because it was not properly submitted to the Company's principal executive offices within the timeframe required under Rule 14a-8(e).

C. The Company Properly Calculated the Deadline for Submission of Stockholder Proposals for the 2021 Annual Meeting of Stockholders.

The December 30, 2020 deadline for submission of stockholder proposals for the Company's 2021 annual meeting of stockholders was properly calculated in accordance with Rule 14a-8(e)(2). December 30, 2021 is 120 days before April 29, 2021, the anniversary of the release date of the Company's proxy statement in connection with the 2020 annual meeting of stockholders. Rule 14a-8(e)(2) provides that the 120-calendar day deadline does not apply if the current year's annual meeting has been changed by more than 30 days from the date of the prior year's meeting. That is not applicable here, as the Company intends to hold its 2021 annual meeting of stockholders on or about June 3, 2021, within five days of the anniversary of the date of the 2020 annual meeting of stockholders on June 8, 2020.

The deadline for submission of stockholder proposals for the Company's 2021 annual meeting of stockholders pursuant to Rule 14a-8 was properly set forth on page 77 of the Company's proxy statement (excerpt attached hereto as Exhibit D), filed with the SEC and mailed to stockholders on April 29, 2020. As shown on page 77, the proxy statement clearly stated that such proposals "must be received in writing not later than December 30, 2020."

III. Request for Waiver under Rule 14a-8(j)(1).

The Company further requests that the Staff waive the 80-day filing requirement set forth in Rule 14a-8(j) for good cause. Rule 14a-8(j)(1) requires that, if a company "intends to exclude a proposal from its proxy materials, it must file its reasons with the Commission no later than 80 calendar days before it files its definitive proxy statement and form of proxy with the Commission." However, Rule 14a-8(j)(1) allows the Staff, in its discretion, to permit a company to make its submission later than 80 days before the filing of its definitive proxy statement if the company demonstrates good cause for missing the deadline.

As discussed above, the Company did not become aware of, or receive, the Proposal until February 23, 2021, 21 days after the 80-day deadline provided in Rule 14a-8(j). The Staff has noted that the most common basis for a company's showing of good cause is that the proposal was not submitted timely and the company did not receive the proposal until after the 80-day deadline had passed. See Staff Legal Bulletin No. 14B (Sept. 15, 2004).

Between February 23 and the date of this letter, the Company sought information from the Proponent to verify that the Proposal had been properly submitted. Such information was never provided. During that period, the Company also made numerous offers to engage with the Proponent on the topic of the Proposal in exchange for the Proponent's agreement to withdraw the Proposal (and thus making this letter moot). These offers were rejected by the Proponent. As such, the Company respectfully submits that this late submission by the Proponent of the Proposal constitutes good cause for late submission of this letter. Accordingly, we believe that the Company has good cause for its inability to meet the 80-day deadline, and we respectfully request that the

Staff waive the 80-day requirement with respect to this letter.

IV. Conclusion.

Based upon the foregoing analysis, the Company respectfully requests confirmation that the Staff will not recommend enforcement action to the Commission if the Proposal is excluded from the Company's Proxy Materials pursuant to Rule 14a-8(e) because the Proposal was received at the Company's principal executive offices after the deadline for submitting stockholder proposals.

* * * *

If the Staff does not concur with the Company's position, we would appreciate an opportunity to confer with the Staff concerning this matter prior to the determination of the Staff's final position. In addition, the Company requests that the Proponent copy the undersigned on any response she may choose to make to the Staff, pursuant to Rule 14a-8(k).

Please contact me at (202) 637-2332 to discuss any questions you may have regarding this matter.

Very truly yours,

Brian D. Miller
Latham & Watkins LLP

Enclosures

cc: Nia Impact Capital
Jeannie Lee, SVP, Deputy General Counsel, Digital Realty Trust, Inc.

LATHAM & WATKINS LLP

Exhibit A

The February 23 Email

From:	John Stewart
To:	Jeannie Lee
Subject:	FW: Nia Impact Capital Shareholder Resolution
Date:	Tuesday, February 23, 2021 11:10:54 AM
Attachments:	DLR filing Nia 2021.pdf DLR Resolution.pdf DLR Positions Nia.xlsx

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FYI

From: Kelly Hall <kelly@niaimpactcapital.com>
Sent: Tuesday, February 23, 2021 8:00 AM
To: John Stewart <jstewart@digitalrealty.com>
Cc: Meredith Benton <benton@whistlestop.capital>; Kristin Hull <kristin@niaglobalsolutions.com>; Keertana Anandraj <keertana@niaimpactcapital.com>
Subject: Nia Impact Capital Shareholder Resolution

Hello John,

I hope this finds you well amidst all that is going on.

We are eager to start a dialogue with you and your team regarding our shareholder resolution.

Could you please provide some times that would work for your team to discuss?

I've attached our filing, resolution, and positions for your review.

Warm regards,
Kelly

--
Kelly Hall
Operations & Communications Associate
Nia Impact Capital
http://www.niaimpactcapital.com

December 15th, 2020

Secretary
Digital Realty Trust, Inc.
Four Embarcadero Center, Suite 3200
San Francisco, California 94111

To the Digital Realty Trust, Inc. Secretary:

Nia Impact Capital is a growing investment management firm, based in Oakland, California. At Nia Impact Capital, our core objective is to generate a competitive rate of return, while creating a positive impact for investors and for our planet. We have sent multiple letters and emails requesting information and conversation related to the attached shareholder resolution.

With this in mind, we submit this shareholder resolution for inclusion in Digital Realty Trust, Inc.'s proxy statement under Rule 14a-8 of the general rules and regulations of the Securities Exchange Act of 1934. Nia Impact Capital is the primary sponsor of this resolution.

Nia Impact Capital has been a continuous shareowner of Digital Realty Trust, Inc. for more than one year, holding at least $2,000 in market value, and will continue to invest in at least the requisite number of shares for proxy resolutions through the annual shareholders' meeting. Verification of this ownership will be sent in a separate letter.

We are available to discuss this resolution. To schedule a conversation, or if you have any questions or concerns about the submission of this resolution, please contact Meredith Benton, Principal, Whistle Stop Capital, LLC, at benton@whistlestop.capital. Please copy me on all correspondence with Ms. Benton at kristin@niaglobalsolutions.com.

Sincerely,

Kristin Hull
Founder, CEO

RESOLVED:

Shareholders of Digital Realty Trust, Inc. ("Digital Realty") ask the Board of Directors to oversee the preparation of a public report on the impact of the use of mandatory arbitration on Digital Realty's employees and workplace culture. The report should evaluate the impact of Digital Realty's current use of arbitration on the prevalence of harassment and discrimination in its workplace and on employees' ability to seek redress. The report should be prepared at reasonable cost and omit proprietary and personal information.

WHEREAS:

Title VII of the Civil Rights Act of 1964 states that it is unlawful "to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin."[1] Nevertheless, 48 percent of African Americans and 36 percent of Hispanics have experienced race-based workplace discrimination.[2] More than half of senior-level women say that they have been sexually harassed during their careers, with African American women facing an increased relative risk of sexual harassment in the workplace.[3] A workplace that tolerates harassment invites legal, brand, financial and human capital risk. Companies may experience reduced morale, lost productivity, absenteeism and challenges in attracting and retaining talent. Unexpected leadership changes following allegations of harassment or discrimination put shareholder value at risk.

In contrast, research by McKinsey & Company found that companies with high levels of ethnic and cultural diversity are 33 percent more likely to outperform in profitability while those in the top quartile for gender diversity are 27 percent more likely to have superior value creation.[4] A study by the Wall Street Journal found that over the five-year period ended June 28, 2019, the 20 most diverse companies in the S&P 500 had an average annual stock return that was almost six percent higher than the 20 least diverse companies.[5]

Digital Realty requires its employees to agree to arbitrate employment-related claims. Mandatory arbitration limits employees' remedies for wrongdoing, keeps misconduct secret and prevents employees from learning about shared concerns.[6]

Arbitration clauses face a changing regulatory landscape. Attorneys general from every state voiced support for ending forced arbitration of sexual harassment claims in 2018. In 2019, the U.S. House of Representatives passed a bill banning mandatory arbitration. California banned the use of arbitration agreements as a condition of employment, Washington state invalidated contracts requiring arbitration of sexual harassment claims and the New York Supreme Court refused to compel arbitration in a

[1] https://www.eeoc.gov/laws/statutes/titlevii.cfm
[2] https://www.nbcnews.com/politics/politics-news/poll-64-percent-americans-say-racism-remains-majorproblemn877536
[3] https://www.wsj.com/articles/what-metoo-has-to-do-with-the-workplace-gender-gap-1540267680; https://onlinelibrary.wiley.com/doi/abs/10.1111/gwao.12394
[4]https://www.mckinsey.com/~/media/mckinsey/business%20functions/organization/our%20insights/delivering%20through%20diversity/delivering-through-diversity_full-report.ashx
[5] https://www.wsj.com/articles/the-business-case-for-more-diversity-11572091200
[6] https://www.eeoc.gov/eeoc/systemic/review/

harassment lawsuit. Continuing to rely on arbitration clauses for protections, when these may be removed retroactively, creates a long-tail risk for our company.

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LATHAM & WATKINS LLP

Exhibit B

The Hand Delivery

Secretary
Digital Realty Trust, Inc.
Four Embarcadero Center, Suite 3200
San Francisco, CA 94111

nia
impact capital

December 16th, 2020

Secretary
Digital Realty Trust, Inc.
Four Embarcadero Center, Suite 3200
San Francisco, California 94111

To the Digital Realty Trust, Inc. Secretary:

Nia Impact Capital is a growing investment management firm, based in Oakland, California. At Nia Impact Capital, our core objective is to generate a competitive rate of return, while creating a positive impact for investors and for our planet. We have sent multiple letters and emails requesting information and conversation related to the attached shareholder resolution.

With this in mind, we submit this shareholder resolution for inclusion in Digital Realty Trust, Inc.'s proxy statement under Rule 14a-8 of the general rules and regulations of the Securities Exchange Act of 1934. Nia Impact Capital is the primary sponsor of this resolution.

Nia Impact Capital has been a continuous shareowner of Digital Realty Trust, Inc. for more than one year, holding at least $2,000 in market value, and will continue to invest in at least the requisite number of shares for proxy resolutions through the annual shareholders' meeting. Verification of this ownership will be sent in a separate letter.

We are available to discuss this resolution. To schedule a conversation, or if you have any questions or concerns about the submission of this resolution, please contact Meredith Benton, Principal, Whistle Stop Capital, LLC, at benton@whistlestop.capital. Please copy me on all correspondence with Ms. Benton at kristin@niaglobalsolutions.com.

Sincerely,

Kristin Hull
Founder, CEO

RESOLVED:

Shareholders of Digital Realty Trust, Inc. ("Digital Realty") ask the Board of Directors to oversee the preparation of a public report on the impact of the use of mandatory arbitration on Digital Realty's employees and workplace culture. The report should evaluate the impact of Digital Realty's current use of arbitration on the prevalence of harassment and discrimination in its workplace and on employees' ability to seek redress. The report should be prepared at reasonable cost and omit proprietary and personal information.

WHEREAS:

Title VII of the Civil Rights Act of 1964 states that it is unlawful "to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin."[1] Nevertheless, 48 percent of African Americans and 36 percent of Hispanics have experienced race-based workplace discrimination.[2] More than half of senior-level women say that they have been sexually harassed during their careers, with African American women facing an increased relative risk of sexual harassment in the workplace.[3] A workplace that tolerates harassment invites legal, brand, financial and human capital risk. Companies may experience reduced morale, lost productivity, absenteeism and challenges in attracting and retaining talent. Unexpected leadership changes following allegations of harassment or discrimination put shareholder value at risk.

In contrast, research by McKinsey & Company found that companies with high levels of ethnic and cultural diversity are 33 percent more likely to outperform in profitability while those in the top quartile for gender diversity are 27 percent more likely to have superior value creation.[4] A study by the Wall Street Journal found that over the five-year period ended June 28, 2019, the 20 most diverse companies in the S&P 500 had an average annual stock return that was almost six percent higher than the 20 least diverse companies.[5]

Digital Realty requires its employees to agree to arbitrate employment-related claims. Mandatory arbitration limits employees' remedies for wrongdoing, keeps misconduct secret and prevents employees from learning about shared concerns.[6]

Arbitration clauses face a changing regulatory landscape. Attorneys general from every state voiced support for ending forced arbitration of sexual harassment claims in 2018. In 2019, the U.S. House of Representatives passed a bill banning mandatory arbitration. California banned the use of arbitration agreements as a condition of employment, Washington state invalidated contracts requiring arbitration of sexual harassment claims and the New York Supreme Court refused to compel arbitration in a

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[1] https://www.eeoc.gov/laws/statutes/titlevii.cfm

[2] https://www.nbcnews.com/politics/politics-news/poll-64-percent-americans-say-racism-remains-majorproblemn877536

[3] https://www.wsj.com/articles/what-metoo-has-to-do-with-the-workplace-gender-gap-1540267680; https://onlinelibrary.wiley.com/doi/abs/10.1111/gwao.12394

[4]https://www.mckinsey.com/~/media/mckinsey/business%20functions/organization/our%20insights/delivering%20through%20diversity/delivering-through-diversity_full-report.ashx

[5] https://www.wsj.com/articles/the-business-case-for-more-diversity-11572091200

[6] https://www.eeoc.gov/eeoc/systemic/review/

harassment lawsuit. Continuing to rely on arbitration clauses for protections, when these may be removed retroactively, creates a long-tail risk for our company.

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LATHAM & WATKINS LLP

Exhibit C

The March 2 Email

From: Meredith Benton
To: Lennon, Jess (DC)
Cc: Kelly Hall; Kristin Hull; Keertana Anandraj; Miller, Brian (DC)
Subject: Re: Digital Realty - Shareholder Proposal
Date: Tuesday, March 2, 2021 12:57:53 AM

Dear Jessica,

I have spoken to the Nia team about the questions you posed on last Friday's call. The owner of the shares is Kim Lund. The resolution itself was hand-delivered by a Nia team member, Kelsey Puknys, on 12/17/20. It was accepted and signed for at the front desk.

Please let me know if there are any additional questions or concerns. Kelly Hall, copied here, will be able to assist with scheduling.

Sincerely,

Meredith

On Thu, Feb 25, 2021 at 10:58 AM <Jessica.Lennon@lw.com> wrote:

> Hi Kelly,
>
> I hope you are doing well. Digital Realty asked us to reach out to you regarding the shareholder resolution Nia Impact Capital submitted. Could you please let us know if you have any availability this week for a quick call? We are generally available today after 4pm (ET) or tomorrow after 1pm (ET).
>
> Thank you,
>
> Jess
>
> **Jessica L. Lennon**
>
> Pronouns: she/her/hers
>
> **LATHAM & WATKINS LLP**
>
> 555 Eleventh Street, NW
>
> Suite 1000
>
> Washington, D.C. 20004-1304

Direct Dial: +1.202.637.2113

Email: jessica.lennon@lw.com

https://www.lw.com

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Exhibit D

Page 77 of the Company's 2020 Proxy Statement

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Annual Report on Form 10-K

Stockholders may obtain without charge a copy of the Company's and the Operating Partnership's Annual Report on Form 10-K, including the financial statements and financial statement schedules, required to be filed with the SEC pursuant to the Exchange Act for the fiscal year ended December 31, 2019, by downloading the report from the Investors section of the Company's website at www. digitalrealty.com, from the Company's e-proxy website at http://www.proxyvote.com or by writing to Investor Relations, Digital Realty Trust, Inc., Four Embarcadero Center, Suite 3200, San Francisco, CA 94111.

Other Matters

Stockholder Proposals and Nominations

Pursuant to Rule 14a-8 under the Exchange Act, stockholders may present proper proposals for inclusion in our proxy statement and for consideration at our 2021 Annual Meeting. To be eligible for inclusion in our 2021 proxy statement, your proposal must be received in writing not later than December 30, 2020 and must otherwise comply with Rule 14a-8 under the Exchange Act. While the Board will consider stockholder proposals, we reserve the right to omit from our proxy statement stockholder proposals that we are not required to include under the Exchange Act, including Rule 14a-8 of the Exchange Act.

Our Bylaws also provide a proxy access right permitting a group of up to 20 stockholders who have beneficially owned 3% or more of the Company's Common Stock continuously for at least 3 years to submit director nominations via the Company's proxy materials for up to 20% of the directors then serving.

In addition, our Bylaws contain an advance notice provision with respect to matters to be brought before an annual meeting, including director nominations, whether or not included in our proxy statement. If you would like to nominate a director or bring any other business before the stockholders at the 2021 Annual Meeting, you must comply with the procedures contained in our Bylaws, including notifying us in writing in a timely manner, and such business must otherwise be a proper matter for action by our stockholders.

To be timely under our Bylaws, the notice must be delivered to our Secretary at Four Embarcadero Center, Suite 3200, San Francisco, California 94111, the Company's principal executive office:

- not earlier than November 30, 2020, and
- not later than 5:00 p.m., Pacific Time, on December 30, 2020.

In the event that the date of the 2021 Annual Meeting is advanced or delayed by more than 30 days from the first anniversary of the date of the 2020 Annual Meeting, to be timely, notice must be delivered:

- not earlier than the 150th day prior to the date of the meeting, and
- not later than 5:00 p.m., Pacific Time, on the later of the 120th day prior to the date of the meeting, as originally convened, or the 10th day following the date of the first public announcement of the meeting.

If we have not received notice of a stockholder proposal or nomination within the time period specified above, the persons entitled to vote the proxies solicited by our proxy statement will have the ability to vote on such matters in their discretion pursuant to Rule 14a-4(c)(1) and Rule 14a-5(e)(2) under the Exchange Act.

Our Bylaws provide that nominations of individuals for election to the Board and the proposal of business to be considered by our stockholders may be made at an annual meeting pursuant to our notice of meeting, by or at the direction of the Board or by any stockholder of the Company who was a stockholder of record at the record date set by the Board for the purpose of determining stockholders entitled to vote at the annual meeting, at the time of giving of notice provided for in our Bylaws and at the time of the annual meeting (and any postponement or adjournment thereof), who is entitled to vote at the meeting in the election of each individual so nominated or on any such other business and who complied with the notice, information and consent procedures set forth in our Bylaws. To nominate a director, the stockholder must provide the information required by our Bylaws in a timely manner as required in our Bylaws.

You may write to our Secretary at our principal executive office, Four Embarcadero Center, Suite 3200, San Francisco, CA 94111, to deliver the notices discussed above and for a copy of the Bylaws.