UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

DIVISION OF
CORPORATION FINANCE

February 15, 2019

Mary Louise Weber
Verizon Communications Inc.
mary.l.weber@verizon.com

Re: Verizon Communications Inc.
Incoming letter dated December 18, 2018

Dear Ms. Weber:

This letter is in response to your correspondence dated December 18, 2018 concerning the shareholder proposal (the "Proposal") submitted to Verizon Communications Inc. (the "Company") by Jack and Ilene Cohen (the "Proponents") for inclusion in the Company's proxy materials for its upcoming annual meeting of security holders. We have also received correspondence on the Proponents' behalf dated January 14, 2019. Copies of all of the correspondence on which this response is based will be made available on our website at http://www.sec.gov/divisions/corpfin/cf-noaction/14a-8.shtml. For your reference, a brief discussion of the Division's informal procedures regarding shareholder proposals is also available at the same website address.

Sincerely,

M. Hughes Bates
Special Counsel

Enclosure

cc: Cornish F. Hitchcock
Hitchcock Law Firm PLLC
conh@hitchlaw.com

February 15, 2019

Response of the Office of Chief Counsel
Division of Corporation Finance

Re: Verizon Communications Inc.
Incoming letter dated December 18, 2018

The Proposal urges the board to seek shareholder approval of any senior executive officer's new or renewed compensation package that provides for "severance or termination payments" with an estimated "total value" exceeding 2.99 times the sum of the executive's base salary plus target short-term bonus, including the value of unearned equity as to which vesting is accelerated or performance conditions are waived.

We are unable to concur in your view that the Company may exclude the Proposal under rule 14a-8(i)(7). We note that the no-action request does not include a discussion that demonstrates that senior executive officers' eligibility to receive the severance or termination payments does not implicate significant compensation matters. Accordingly, we do not believe that the Company may omit the Proposal from its proxy materials in reliance on rule 14a-8(i)(7).

Sincerely,

Jacqueline Kaufman
Attorney-Adviser

DIVISION OF CORPORATION FINANCE
INFORMAL PROCEDURES REGARDING SHAREHOLDER PROPOSALS

The Division of Corporation Finance believes that its responsibility with respect to matters arising under Rule 14a-8 [17 CFR 240.14a-8], as with other matters under the proxy rules, is to aid those who must comply with the rule by offering informal advice and suggestions and to determine, initially, whether or not it may be appropriate in a particular matter to recommend enforcement action to the Commission. In connection with a shareholder proposal under Rule 14a-8, the Division's staff considers the information furnished to it by the company in support of its intention to exclude the proposal from the company's proxy materials, as well as any information furnished by the proponent or the proponent's representative.

Although Rule 14a-8(k) does not require any communications from shareholders to the Commission's staff, the staff will always consider information concerning alleged violations of the statutes and rules administered by the Commission, including arguments as to whether or not activities proposed to be taken would violate the statute or rule involved. The receipt by the staff of such information, however, should not be construed as changing the staff's informal procedures and proxy review into a formal or adversarial procedure.

It is important to note that the staff's no-action responses to Rule 14a-8(j) submissions reflect only informal views. The determinations reached in these no-action letters do not and cannot adjudicate the merits of a company's position with respect to the proposal. Only a court such as a U.S. District Court can decide whether a company is obligated to include shareholder proposals in its proxy materials. Accordingly, a discretionary determination not to recommend or take Commission enforcement action does not preclude a proponent, or any shareholder of a company, from pursuing any rights he or she may have against the company in court, should the company's management omit the proposal from the company's proxy materials.

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CORNISH F. HITCHCOCK
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14 January 2019

Office of the Chief Counsel
Division of Corporation Finance
Securities & Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549

By Electronic mail: shareholderproposals@sec.gov

Re: Shareholder proposal to Verizon Communications Inc.
from Jack and Ilene Cohen

Dear Counsel:

I write on behalf of Jack and Ilene Cohen (the "Proponents") in response to a letter from counsel for Verizon Communications Inc. ("Verizon" or the "Company") dated 18 December 2018 ("Verizon Letter") in which Verizon advises that it intends to omit the Association's proposal (the "Proposal") from the Company's 2019 proxy materials.

The Proposal

The Proposal seeks a revision of the Company's current policy with respect to "golden parachutes" for senior executives and recommends a policy that would seek shareholder approval for compensation packages providing for severance or termination packages exceeding a specified value, including the value of unearned equity as to which vesting is accelerated or performance conditions are waived. The resolution states:

> RESOLVED: Verizon shareholders urge the Board to seek shareholder approval of any senior executive officer's new or renewed compensation package that provides for severance or termination payments with an estimated total value exceeding 2.99 times the sum of the executive's base salary plus target short-term bonus.

> "Severance or termination payments" include cash, equity or other compensation that is paid out or vests due to a senior executive's termination for any reason. Such payments include those provided under employment agreements, severance plans, and change-in control clauses in long-term equity plans. Such payments do not include life insurance, pension benefits, or other deferred compensation earned and vested prior to termination.
>
> "Total value" of these payments includes: lump-sum payments; payments offsetting tax liabilities; perquisites or benefits not vested under a plan generally available to management employees; post-employment consulting fees or office expense; and equity awards if vesting is accelerated, or a performance condition waived, due to termination.

The Supporting Statement expresses a belief that "shareholder ratification of 'golden parachute' severance packages with a total cost exceeding 2.99 times base salary plus target bonus better aligns compensation with shareholder interests." The Statement notes that according to Verizon's 2018 proxy statement, two senior executives were eligible for termination benefits worth five times and six times their base salary and short-term bonus, with the greatest value derived from the accelerated vesting of outstanding Performance Stock Units and Restricted Stock Units. These payments did not include compensation earned prior to separation that would pay millions more, including executive life insurance and pension and nonqualified deferred compensation plans.

If a senior executive terminates within a year after a "change in control," all outstanding PSUs immediately "vest at target level performance" (page 56). Had the executive not terminated, the PSUs would not vest until the end of the performance period (up to three years later) – and could be worthless if performance or tenure conditions are not satisfied. In effect, the Statement posits, the Company's practices waive performance conditions that justify Verizon's annual grants of "performance-based" restricted stock, in our view.

Thus, the Supporting Statement concludes, "Verizon's severance policy should be updated to include the total cost of termination payments, including the cost of accelerated vesting of RSUs and PSUs that otherwise would not have been earned or vested until after the executive's termination."

In its letter Verizon argues that although the Proposal focuses solely on compensation for "senior executive officers," the Proposal may be omitted from the Company's 2019 proxy materials because the Proposal relates to the Company's "ordinary business" within the meaning of Rule 14a-8(i)(7), as interpreted by the recently issued Staff Legal Bulletin 14J. We respond as follows.

The proposal cannot be excluded under Rule 14a-8(i)(7).

It is important at the outset to identify the precise subject of the Proposal, which is not golden parachutes per se, but "excess" golden parachutes for a very small number of Verizon executives, namely, its "senior executive officers." To understand the significance of this point, some historical perspective may be useful, and a 2016 article in the HARVARD BUSINESS REVIEW by Professor Peer Fiss, provides a concise summary. Fiss, A Short History of Golden Parachutes (Oct. 2016), available at https://hbr.org/2016/10/a-short-history-of-golden-parachutes.

Golden parachutes for senior executives erupted as a phenomenon in the late 1970s, and the trend accelerated during the era of hostile takeovers in the 1980s. As Prof. Fiss writes: "The junk bond market made financing large takeovers possible and even the biggest among the Fortune 500 firms were no longer safe from a forced acquisition. By 1986 about a third of the largest 250 U.S. corporations had adopted a clause that provided their executives with cash payments as well as a variety of other benefits in the event of a change in company control."

This development did not escape the attention of either Congress or the Commission. In 1983, there was shock when William Agee, the CEO of Bendix, lost a takeover battle and yet received a golden parachute worth $4 million – compared to total severance payments for all Bendix executives of $16 million. As Fiss writes, "Investors began to see such large payments as rewards for failure, denouncing them as an unjustified waste of corporate assets or even fraud."

Congress responded by enacting a provision in the Deficit Reduction Act of 1984 that amended the Internal Revenue Code to add section 280G(a), which disallows in change-in-control situations any corporate deduction for "excess parachute payments," and section 4999(a), which imposes a 20 per cent excise tax on their recipients. The excise tax is not deductible by the payor for federal income tax purposes. Congress defined "excess" as amounts equal to or exceeding three times average annual taxable compensation during the base period prior to the date the change occurs.

(This law had a perverse effect, as was quickly recognized, however. The response was a rush to enact golden parachutes worth 2.99 times an executive's base compensation and also to include "other benefits such as stock grants, retirement benefits, and more exotic perks," not to mention gross-ups, under which the company assumed the departing executive's tax liability.)

The Commission and the Division adjusted to the new mood as well. In 1990, the Division issued a letter in Transamerica Corp. (10 January 1990) that reversed prior policy and opined that the "ordinary business" exception could not be invoked

to bar a shareholder proposal that would deny compensation to executives if the payment is contingent upon a merger or acquisition. In a series of letters in 1992, the Division broadened this analysis and opined that "senior executive compensation" would no longer be considered ordinary business. E.g., Bell Atlantic Corp. (13 February 1992) (seeking abolition of short term incentive plan for senior managers); Battle Mountain Gold Co. (13 February 1992) (proposing cuts in salaries and stock options). Then-Chairman Richard Breeden stated at the time that this change in position could be attributed to "the level of public and shareholder concern over the issue of senior executive compensation," which he said had become "intense and widespread." McCartney and Hilzenrath, SEC to allow votes on executive pay, The Washington Post (14 February 1992), available at https://www.washingtonpost.com/archive/politics/1992/02/14/sec-to-allow-votes-on-executive-pay/4dcc916e-c142-4e22-a24b-23ba0142f38f/?utm_term=.857409d72f8b

That was 27 years ago. Has public concern over "excessive" golden parachutes abated since that time? Hardly. If anything, it has only increased. In 2010, Congress passed section 951 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, which took the unusual step of mandating a shareholder advisory vote on golden parachutes – broadly defined as "any type of compensation (whether present, deferred, or contingent) that is based on or otherwise relates to the acquisition, merger, consolidation, sale, or other disposition of all or substantially all of the assets of the issuer and the aggregate total of all such compensation that may (and the conditions upon which it may) be paid or become payable to or on behalf of such executive officer." The Commission implemented that provision the following year in Shareholder Approval of Executive Compensation and Golden Parachute Compensation, Release No. 33-9178.

Significantly, the size of golden parachutes to senior executives has mushroomed, and eight- and nine-figure payouts are commonplace even in situations far removed from the M&A context in which golden parachutes first became popular. Indeed, these payouts often have nothing to do with a proposed merger or how good a job an executive did for the shareholders. Some recent examples include:

- The chief executive of United Airlines departed in the midst of a scandal investigation with a pay package worth nearly $37 million in compensation, including a car, free flights and lifetime parking privileges at two major airports. Martin, United Airlines pays $37 million to ex-CEO who quit amid a corruption investigation (3 May 2016), available at https://www.latimes.com/business/la-fi-united-severance-20160503-snap-story.html.

- Fox News Chairman Roger Ailes received $40 million when he departed in the midst of a sexual harassment scandal. Roger Ailes steps down from Fox

News with $40 million exit package (21 July 2016), available at https://www.marketwatch.com/story/roger-ailes-steps-down-from-fox-news-with-40-million-exit-package-2016-07-21

- Google paid $90 million to Andy Rubin, the "Father of Android," when he left the company in 2014 while keeping silent about a sexual harassment claim by another employee. How Google Protected Andy Rubin, the 'Father of Android' (25 October 2018) available at https://www.nytimes.com/2018/10/25/technology/google-sexual-harassment-andy-rubin.html

- Of note here, Yahoo! CEO Marissa Mayer was hired to turn the company around in 2012. She failed to do so, and the company's internet business was sold to Verizon. Despite that failure to achieve the desired objective, in 2017 Ms. Mayer walked away with a golden parachute worth over $180 million. Marissa Mayer to leave Yahoo with $184m payout (25 April 2017), available at https://www.bbc.com/news/business-39705328

Verizon's letter acknowledges none of this history or background and instead relies on the discussion of golden parachute proposals in Staff Legal Bulletin 14J. However, that argument must fail.

Staff Legal Bulletin 14J states that "a proposal that addresses senior executive and/or director compensation may be excludable under Rule 14a-8(i)(7) if a primary aspect of the targeted compensation is broadly available or applicable to a company's general workforce and the company demonstrates that the executives' or directors' eligibility to receive the compensation does not implicate significant compensation matters." In addition, "the availability of certain forms of compensation to senior executives and/or directors that are also broadly available or applicable to the general workforce does not generally raise significant compensation issues that transcend ordinary business matters." Thus, the Bulletin concluded, it would be "difficult to conclude that a proposal does not relate to a company's ordinary business when it addresses aspects of compensation that are broadly available or applicable to a company's general workforce, even when the proposal is framed in terms of the senior executives and/or directors."

Verizon has made no such showing here, namely, that "excess" golden parachutes of the sort the Proposal targets are "broadly available" to Verizon's "general workforce." As Verizon acknowledges (at p. 3), the Proposal would amend the Company's current policy of requiring a shareholder vote if the value of an exit package would exceed 2.99 times an executive's base salary and target short term bonus. Verizon's board adopted the current policy in response to a 2003 majority shareholder vote (59 percent of the shares voted) in favor of a proposal introduced by shareholders. The current policy has been in effect for over a decade, yet to date

there has been no shareholder vote on any senior executive's exit package. The Proposal, if adopted, would change that. As the Supporting Statement points out, recognizing that the "total value" of a parachute includes the value of equity awards clarifies that a few senior executives stand to receive payments equal to five or six times their base compensation as they head out the door.

Moreover, the Proposal focuses not on a compensation policy that could affect all or many Verizon employees; instead, the Proposal focuses on amending an existing policy that is aimed at – and affects exclusively – a small group of senior executives. As a result, the Proposal simply does not raise the concerns in Staff Legal Bulletin 14J about compensation practices that are "broadly applicable" through the Verizon workforce.

Verizon seeks to deflect attention from the policy issue raised by "excess" golden parachutes for senior executives by making two points. First, Verizon notes that the Company has a long-term equity plan (the "Plan") under which 2000 employees receive annual equity grants. Second, Verizon notes that in January 2018 the Company announced that of the $4 billion in tax relief that Verizon received under the Tax Cuts and Jobs Act, the Company would use approximately $380 million to give each of its 150,000 employees 50 shares of restricted stock vesting over a two-year period, a grant then worth approximately $2650 per employee. Verizon to Pay Down Debt, Give Employees Stock Awards With Tax Windfall (23 January 2018), available at https://www.wsj.com/articles/verizon-dials-up-wireless-revenue-growth-1516714601. Neither point is sufficient to warrant the requested no-action relief.

The Proposal focuses on considering the value of equity grants that would bring a departing employee's compensation above the 2.99 threshold now in effect. Verizon's letter cites no data to demonstrate how many of the cited 2000 employees would be affected by the Proposal because their compensation is so high that it would trigger the requested shareholder vote. Thus the Company has failed to carry its burden of proving that the Proposal would affect a large number of Verizon employees other than "senior executive officers."

Moreover, by its terms, the Verizon Senior Management Severance Plan "only covers Senior Managers and is intended to qualify as a 'top hat' plan as that term is defined under ERISA," which means that it is available only to a "select group" of top executives. Verizon Senior Management Severance Plan (effective Feb. 5, 2010), available at https://tinyurl.com/yc8qxjze

Nor can Verizon plausibly claim that a one-time stock grant worth $2650 to each of its 155,000 employees is comparable to $58 million in equity that would be showered on Verizon's top four executives in the event of a change in control, retirement or other events that would accelerate the vesting of unearned equity.

(Verizon 2018 Proxy, p. 57). To put this disparity in perspective, Verizon recently announced that approximately 10,400 employees, representing approximately seven percent of its workforce, would take an early buyout. Verizon says 10,000 employees have accepted its buyout offer (10 December 2018), available at https://tinyurl.com/yblwrn36 Suppose that all vesting requirements for these $2650 grants are waived for all 10,400 of these departing employees -- the total cost to Verizon would be $27.5 million, less than half the potential cost of accelerated vesting for the top four executives cited in the proxy.

It makes no sense for Verizon to equate a waiver of vesting requirements on a one-time bonus worth at most $2650 per employee with a waiver of such requirements for a handful of senior executives when the disparity is so huge. Eliminating performance criteria for executives at the top could be worth between $6 million and $26 million, depending on the executive – a disparity ranging from 2300% to 10,000% greater than the value of waiving vesting requirements on the recent one-time award. Verizon's reference to this one-time award is thus a red herring and is irrelevant to the policy issue posed by the Company's compensation practices for senior executive officers.

For these reasons, Verizon's arguments do not come to grips with the fact that the Proposal focuses on a narrow (but expensive) form of "excess" compensation for "senior executive officers" that Congress has twice sought to address through legislation and that the Commission and Division have previously held raise significant policy issues.

Verizon cites a series of no-action letters in which the Division granted no-action relief as to proposals that explicitly targeted a universe of company employees that ranged far beyond "senior executives." Bank of America Corp. (31 January 2012) (100 top-earning executives); Minnesota Mining and Manufacturing Co. (4 March 1999) (CEO and top 40 executives); Alliant Energy Corp. (4 February 2004) (president, vice president, CEO, CFO and "all levels of top management); 3M Co. (6 January 2018) (corporate officers); Apple Hospitality REIT, Inc. (18 February 2015) ("management team"); Goldman Sachs Group (8 March 2010) (100 most highly compensated executives); 3M Co. (6 March 2008) ("high level" employees): Lucent Technologies Inc. (6 November 2001) (:all" officers and directors). Here, by contrast, the Proposal is explicitly limited solely to "senior executive officers," a formulation long accepted by the Division as not raising "ordinary business" concerns.

Conclusion

For these reasons, we respectfully ask the Division to advise Verizon that the Division does not concur that the Proponents' Proposal may be omitted under Rule 14a-8(i)(7).

Thank you for your consideration of these points. Please feel free to contact me if any additional information would be helpful.

Very truly yours,

Cornish F. Hitchcock

cc: Mary Lou Weber, Esq.

Mary Louise Weber
Associate General Counsel

One Verizon Way
Mail Code VC54S
Basking Ridge, NJ 07920

December 18, 2018

By email to shareholderproposals@sec.gov

U.S. Securities and Exchange Commission
Division of Corporation Finance
Office of Chief Counsel
100 F Street, N.E.
Washington, D.C. 20549

Re: Verizon Communications Inc. 2019 Annual Meeting
Shareholder Proposal of Jack and Ilene Cohen

Ladies and Gentlemen:

I am writing on behalf of Verizon Communications Inc., a Delaware corporation ("Verizon"), pursuant to Rule 14a-8(j) under the Securities Exchange Act of 1934, as amended, to request that the Staff of the Division of Corporation Finance (the "Staff") of the Securities and Exchange Commission (the "Commission") concur with our view that, for the reasons stated below, Verizon may exclude the shareholder proposal and supporting statement (the "Proposal") submitted by Jack and Ilene Cohen (collectively, the "Proponent"), from the proxy materials to be distributed by Verizon in connection with its 2019 annual meeting of shareholders (the "2019 proxy materials"). A copy of the Proposal is attached as Exhibit A hereto.

In accordance with Rule 14a-8(j), I am submitting this letter not less than 80 calendar days before Verizon intends to file its definitive 2019 proxy materials with the Commission and have concurrently sent a copy of this correspondence by email and overnight courier to the Proponent as notice of Verizon's intent to omit the Proposal from Verizon's 2019 proxy materials.

The Proposal

The Proposal states:

RESOLVED: Verizon shareholders urge the Board to seek shareholder approval of any senior executive officer's new or renewed compensation package that provides for severance or termination payments with an estimated total value exceeding 2.99 times the sum of the executive's base salary plus target short-term bonus.

> "Severance or termination payments" include cash, equity or other compensation that is paid out or vests due to a senior executive's termination for any reason. Such payments include those provided under employment agreements, severance plans, and change-in-control clauses in long-term equity plans. Such payments do not include life insurance, pension benefits, or other deferred compensation earned and vested prior to termination.
>
> "Total value" of these payments includes: lump-sum payments; payments offsetting tax liabilities; perquisites or benefits not vested under a plan generally available to management employees; post-employment consulting fees or office expense; and equity awards if vesting is accelerated, or a performance condition waived, due to termination.

Basis for Exclusion

In accordance with Rule 14a-8, Verizon respectfully requests that the Staff confirm that no enforcement action will be recommended against Verizon if the Proposal is omitted from Verizon's 2019 proxy materials pursuant to Rule 14a-8(i)(7), because the Proposal deals with matters relating to Verizon's ordinary business operations.

Analysis

The Proposal may be excluded under Rule 14a-8(i)(7) because it addresses an aspect of senior executive compensation that is also available or applicable to the general workforce.

Rule 14a-8(i)(7) permits a company to omit a shareholder proposal from its proxy materials if it deals with a matter relating to the company's ordinary business operations. When adopting amendments to Rule 14a-8 in 1998, the Commission explained that the general policy underlying the "ordinary business" exclusion is "to confine the resolution of ordinary business problems to management and the board of directors, since it is impracticable for shareholders to decide how to solve such problems at an annual shareholders meeting." Exchange Act Release No. 34-40018 (May 21, 1998) (the "1998 Release"). As explained in the 1998 Release, this general policy reflects two central considerations: (i) "[c]ertain tasks are so fundamental to management's ability to run a company on a day-to-day basis that they could not, as a practical matter, be subject to direct shareholder oversight;" and (ii) the "degree to which the proposal seeks to 'micro-manage' the company by probing too deeply into matters of a complex nature upon which shareholders, as a group, would not be in a position to make an informed judgment."

On October 23, 2018, the Staff issued Staff Legal Bulletin No. 14J ("SLB 14J"), which, among other things, provides guidance on the scope and application of Rule 14a-8(i)(7) for proposals that touch upon senior executive and/or director compensation matters. In SLB 14J, the Staff states its view that "a proposal that addresses senior executive and/or director compensation may be excludable under Rule 14a-8(i)(7) if a primary aspect of the targeted compensation is broadly available or applicable to a company's general workforce and the company demonstrates that the executives' or directors' eligibility to receive the compensation does not implicate significant compensation matters." The Staff further explains, "For example, a proposal that seeks to limit when senior executive officers will receive golden parachutes may be excludable under

Rule 14a-8(i)(7) if the company's golden parachute provision broadly applies to a significant portion of its general workforce. This is because the availability of certain forms of compensation to senior executives and/or directors that are also broadly available or applicable to the general workforce does not generally raise significant compensation issues that transcend ordinary business matters."

As noted by the Proponent in the supporting statement, Verizon has a longstanding policy requiring shareholder approval or ratification of any agreement with an executive officer that provides for a total cash value severance payment exceeding 2.99 times the sum of the executive officer's base salary plus target short term bonus. The policy defines severance pay to include payments for any consulting services, payments to secure a non-compete agreement, payments to settle any litigation or claim, payments to offset tax liabilities, payments or benefits that are not generally available to similarly situated employees and payments in excess of, or outside, the terms of a Verizon plan or policy. The Proposal seeks to amend the existing policy to also include the value of equity awards if vesting is accelerated or a performance condition is waived due to termination.

Verizon believes that the Proposal may be properly excluded under Rule 14a-8(i)(7) because the aspect of compensation targeted by the Proposal – namely, the vesting of equity grants awarded under Verizon's Long-Term Plan – relates to general employee compensation and benefits, precisely as contemplated by SLB 14J. Verizon's Long-Term Plan (the "Plan") is a shareholder-approved, broad-based plan. All employees of Verizon are eligible to receive grants under the Plan, and as recently as February of 2018 Verizon awarded a grant of restricted stock units under the Plan to approximately 153,000 employees (the "2018 broad-based award"). Approximately two thousand employees receive regular annual grants under the Plan (the "annual equity awards")[1].The terms and conditions of the 2018 broad based award with respect to vesting upon termination of employment were the same as those of the annual equity awards. In addition, the terms and conditions of all of the annual equity awards, including those made to non-executives, are all the same. Provisions concerning the accelerated vesting of equity awards, such as those regularly included under the Plan, are routinely used by companies in order to help manage the issues that arise in the ordinary course in connection with employment terminations. Accordingly, Verizon believes that exclusion of the Proposal under Rule 14a-8(i)(7) is consistent with the views and approach expressed by the Staff in SLB 14J.

Furthermore, the Staff has previously granted no-action relief in relation to compensation proposals that extend to employees beyond a company's "senior executive officers." The Staff has generally allowed exclusion of proposals that relate to the compensation of employees outside a narrow band of "senior executives," even when the Proposal would only apply to a limited group of high-level employees. In *Bank of America Corporation* (January 31, 2012), for example, the Staff concurred in the exclusion of a proposal regarding the compensation of the company's "100 top earning executives . . . and . . . members of its Board of Directors." In *Bank of America*, the company observed that the Staff "has consistently found that proposals regarding the compensation of a large number of employees that did not have a policy making role at their

[1] The vast majority (over 85%) of employees who receive annual equity awards under the Plan are neither "senior executive officers" (which would include only persons who are "executive officers" as defined in Rule 3b-7 under the Exchange Act) nor "senior managers" (which would include vice presidents and above under Verizon's management structure).

companies . . . are excludable under Rule 14a-8(i)(7).” The Staff concurred, concluding that the proposal was excludable as relating to “compensation that may be paid to employees generally and . . . not limited to compensation that may be paid to senior executive officers and directors.”

Similarly, in *Minnesota Mining and Manufacturing Company* (March 4, 1999), the Staff allowed exclusion of a proposal to limit the compensation of the company’s CEO and its “top 40 executives” as “relating to [the company’s] ordinary business operations (i.e., general compensation matters).” Likewise, in *Alliant Energy Corp.* (February 4, 2004), the Staff concurred in the exclusion of a proposal seeking to regulate the salary of “the president, all levels of vice president, the CEO, CFO and all levels of top management.” In *Alliant*, the company explained that the classes of employees covered by the proposal included persons not commonly identified as senior executives. The Staff concurred, concluding that the proposal was excludable as relating to “general compensation matters.” See also *3M Company* (January 8, 2018) (allowing exclusion of a proposal relating to stock and option awards to “Corporate Officers”); *Apple Hospitality REIT, Inc.* (February 18, 2015) (concurring in the exclusion of a proposal that related to the compensation of a company’s “management team”); *The Goldman Sachs Group, Inc.* (March 8, 2010) (allowing exclusion of a proposal that applied to named executive officers and the 100 most highly-compensated employees); *3M Company* (March 6, 2008) (concurring in the exclusion of a proposal related to compensation of “high-level 3M employees”); and *Lucent Technologies Inc.* (November 6, 2001) (allowing exclusion of a proposal concerning the compensation of “ALL officers and directors” (emphasis in original) of the company).

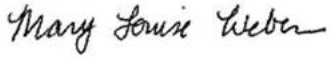
Conclusion

For the foregoing reasons, Verizon believes that the Proposal may be properly excluded from its 2019 proxy materials in reliance on Rule 14a-8(i)(7). Verizon respectfully requests that the Staff confirm that it will not recommend enforcement action to the Commission if Verizon omits the Proposal from its 2019 proxy materials.

Verizon requests that the Staff send a copy of its determination of this matter by email to the undersigned at mary.l.weber@verizon.com.

If you have any questions with respect to this matter, please telephone me at (908) 559-5636.

Very truly yours,



Mary Louise Weber
Associate General Counsel

Enclosure

Cc: Jack and Ilene Cohen

Exhibit A

The Proposal

Jack K. & Ilene Cohen
***

November 15, 2018

Mr. William L. Horton, Jr.
Senior Vice President, Deputy General Counsel
and Corporate Secretary
Verizon Communications Inc.
1095 Avenue of the Americas, 8th Floor
New York, NY 10036

Dear Mr. Horton:

We hereby submit the attached stockholder proposal for inclusion in the Company's next proxy statement, as permitted under Securities and Exchange Commission Rule 14a-8. I intend to present this proposal at the Company's 2019 Annual Meeting. The proposal is identical to the one we sponsored that appeared most recently in the 2016 proxy statement.

My resolution, attached to this letter, once again asks our Board of Directors to seek shareholder approval of any senior executive officer's new or renewed compensation package that provides for severance or termination payments with an estimated total value exceeding 2.99 times the sum of the executive's base salary plus target short-term bonus. Unlike Verizon's current policy, the proposal defines the "total value" of "severance or termination payments" to include "any equity awards if vesting is accelerated, or a performance condition waived, due to termination."

My spouse and I have continuously held the requisite number of shares of common stock for more than one year. We intend to maintain this ownership position through the date of the 2019 Annual Meeting. I will introduce and speak for the resolution. Proof of my continued ownership of Verizon stock valued at more than $2,000 is available on request.

Thank you in advance for including my proposal in the Company's next definitive proxy statement. If you need any further information, please do not hesitate to contact me.

Sincerely yours,

Jack K. Cohen

Enclosure: Shareholder Proposal (2 pages)

Shareholder Ratification of Executive Severance Packages

Jack K. & Ilene Cohen, *** , who own 877 shares of the Company's common stock, hereby notify the Company that they intend to introduce the following resolution at the 2019 Annual Meeting for action by the stockholders:

RESOLVED: Verizon shareholders urge the Board to seek shareholder approval of any senior executive officer's new or renewed compensation package that provides for severance or termination payments with an estimated total value exceeding 2.99 times the sum of the executive's base salary plus target short-term bonus.

"Severance or termination payments" include any cash, equity or other compensation that is paid out or vests due to a senior executive's termination for any reason. Such payments include those provided under employment agreements, severance plans, and change-in-control clauses in long-term equity plans. Such payments do not include life insurance, pension benefits, or other deferred compensation earned and vested prior to termination.

"Total value" of these payments includes: lump-sum payments; payments offsetting tax liabilities; perquisites or benefits not vested under a plan generally available to management employees; post-employment consulting fees or office expense; and equity awards if vesting is accelerated, or a performance condition waived, due to termination.

The Board shall retain the option to seek shareholder approval after material terms are agreed upon.

SUPPORTING STATEMENT

While we support generous performance-based pay, we believe that requiring shareholder ratification of "golden parachute" severance packages with a total cost exceeding 2.99 times base salary plus target bonus better aligns compensation with shareholder interests.

According to the 2018 Proxy (page 57), if then-CEO Lowell McAdam terminated without cause, whether or not there is a change in control, he could have received an estimated $26.45 million in termination payments, ***five times*** his 2017 base salary plus short-term bonus. He would likewise receive $26.45 million for termination due to retirement, disability or death. McAdam stepped down as CEO in August and retired at year-end 2018.

Similarly, EVP Marni Walden became entitled to receive $15 million – ***more than six times*** her 2017 base salary plus short-term bonus – under the terms of the Senior Manager Severance Plan when she separated from service during 2018 (page 57).

These termination payments are in addition to compensation earned prior to separation that pay millions more, including executive life insurance and pension and nonqualified deferred compensation plans.

The majority of termination payments result from the accelerated vesting of outstanding Performance Stock Units (PSUs) and Restricted Stock Units (RSUs).

If a senior executive terminates within a year after a "change in control," all outstanding PSUs immediately "vest at target level performance" (page 56). Had the executive not terminated, the PSUs would not vest until the end of the performance period (up to three years later) – and could be worthless if performance or tenure conditions are not satisfied.

This practice effectively waives performance conditions that justify Verizon's annual grants of "performance-based" restricted stock, in our view.

We believe Verizon's severance policy should be updated to include the ***total cost*** of termination payments, including the cost of accelerated vesting of RSUs and PSUs that otherwise would not have been earned or vested until after the executive's termination.

Please **VOTE FOR** this proposal.

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