

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
**FORM 10-Q**

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended

June 30, 2024

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from

to

Commission File No.	Exact Name of Registrant as Specified in its Charter, Address of Principal Executive Office and Telephone Number	State of Incorporation	I.R.S. Employer Identification No.	Former name, former address and former fiscal year, if changed since last report
1-14201	SEMPRA 488 8th Avenue San Diego , California 92101 (619) 696-2000	California	33-0732627	No change
1-03779	SAN DIEGO GAS & ELECTRIC COMPANY 8330 Century Park Court San Diego , California 92123 (619) 696-2000	California	95-1184800	No change
1-01402	SOUTHERN CALIFORNIA GAS COMPANY 555 West 5th Street Los Angeles , California 90013 (213) 244-1200	California	95-1240705	No change

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
SEMPRA:		
Common Stock, without par value	SRE	New York Stock Exchange <sup>(1)</sup>
5.75% Junior Subordinated Notes Due 2079, \$25 par value	SREA	New York Stock Exchange
SAN DIEGO GAS & ELECTRIC COMPANY:		
None		
SOUTHERN CALIFORNIA GAS COMPANY:		
None		

<sup>(1)</sup> Sempra's common shares are also registered with the National Securities Registry of the CNBV in Mexico. The registration of Sempra's common shares with the National Securities Registry does not imply certification regarding the investment quality of the securities, the solvency of the issuer or the accuracy or completeness of the information included in the quarterly report, nor does it confirm acts that may have been performed in contravention of the law. This quarterly report has been filed in Mexico in accordance with the general provisions applicable to issuers and other securities market participants.



Indicate by check mark whether the Registrants (1) have filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrants were required to file such reports), and (2) have been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the Registrants have submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the Registrants were required to submit such files).

Yes  No

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Sempra:

Large Accelerated Filer  Accelerated Filer  Non-accelerated Filer  Smaller Reporting Company  Emerging Growth Company

San Diego Gas & Electric Company:

Large Accelerated Filer  Accelerated Filer  Non-accelerated Filer  Smaller Reporting Company  Emerging Growth Company

Southern California Gas Company:

Large Accelerated Filer  Accelerated Filer  Non-accelerated Filer  Smaller Reporting Company  Emerging Growth Company

If an emerging growth company, indicate by check mark if the Registrants have elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the Registrants are a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes  No

Indicate the number of shares outstanding of each of the issuers' classes of common stock, as of the latest practicable date.

Common stock outstanding as of August 1, 2024:

Sempra 633,145,875 shares

San Diego Gas & Electric Company Wholly owned by Enova Corporation, which is wholly owned by Sempra

Southern California Gas Company Wholly owned by Pacific Enterprises, which is wholly owned by Sempra

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This combined Form 10-Q is separately filed by Sempra, San Diego Gas & Electric Company and Southern California Gas Company. Information contained herein relating to any one of these individual Registrants is filed by such entity on its own behalf. Each such Registrant makes statements herein only as to itself and its consolidated entities and makes no statement whatsoever as to any other entity.

You should read this report in its entirety as it pertains to each respective Registrant. No one section of the report deals with all aspects of the subject matter. A separate Part I – Item 1 is provided for each Registrant, except for the Notes to Condensed Consolidated Financial Statements, which are combined for all the Registrants. All Items other than Part I – Item 1 are combined for the three Registrants.

None of the website references in this report are active hyperlinks, and the information contained on or that can be accessed through any such website is not and shall not be deemed to be part of or incorporated by reference in this report or any other document that we file with or furnish to the SEC.

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The following terms and abbreviations appearing in this report have the meanings indicated below.

### **GLOSSARY**

AB	California Assembly Bill
ADIA	Black Silverback ZC 2022 LP (assignee of Black River B 2017 Inc.), a wholly owned affiliate of Abu Dhabi Investment Authority
AFUDC	allowance for funds used during construction
amparo	an extraordinary constitutional appeal governed by Articles 103 and 107 of the Mexican Constitution and filed in Mexican federal court
Annual Report	Annual Report on Form 10-K for the year ended December 31, 2023
AOCI	accumulated other comprehensive income (loss)
ARO	asset retirement obligation
ASEA	Agencia de Seguridad, Energía y Ambiente (Mexico's National Agency for Industrial Safety and Environmental Protection)
ASU	Accounting Standards Update
Bcf	billion cubic feet
Bechtel	Bechtel Energy Inc.
bps	basis points
Cameron LNG JV	Cameron LNG Holdings, LLC
Cameron LNG Phase 1 facility	Cameron LNG JV liquefaction facility
Cameron LNG Phase 2 project	Cameron LNG JV liquefaction expansion project
CCA	Community Choice Aggregation
CCM	cost of capital adjustment mechanism
CFE	Comisión Federal de Electricidad (Mexico's Federal Electricity Commission)
CFIN	Cameron LNG FINCO, LLC, a wholly owned and unconsolidated affiliate of Cameron LNG JV
CNBV	Comisión Nacional Bancaria y de Valores (Mexico's National Banking and Securities Commission)
CODM	chief operating decision maker as defined in Accounting Standards Codification 280
ConocoPhillips	ConocoPhillips Company
CPUC	California Public Utilities Commission
CRE	Comisión Reguladora de Energía (Mexico's Energy Regulatory Commission)
CRR	congestion revenue right
DOE	U.S. Department of Energy
ECA LNG	ECA LNG Phase 1 and ECA LNG Phase 2, collectively
ECA LNG Phase 1	ECA LNG Holdings B.V.
ECA LNG Phase 2	ECA LNG II Holdings B.V.
ECA Regas Facility	Energía Costa Azul, S. de R.L. de C.V. LNG regasification facility
Ecogas	Ecogas México, S. de R.L. de C.V.
Edison	Southern California Edison Company, a subsidiary of Edison International
EFH	Energy Future Holdings Corp. (renamed Sempra Texas Holdings Corp.)
EPC	engineering, procurement and construction
EPS	earnings per common share
ETR	effective income tax rate
Exchange Act	Securities Exchange Act of 1934, as amended
FERC	Federal Energy Regulatory Commission
Fitch	Fitch Ratings, Inc.
FTA	Free Trade Agreement
GCIM	Gas Cost Incentive Mechanism
GHG	greenhouse gas
GRC	General Rate Case
HOA	Heads of Agreement
IEnova	Infraestructura Energética Nova, S.A.P.I. de C.V.
IMG	Infraestructura Marina del Golfo
INEOS	INEOS Energy Trading Limited, a subsidiary of INEOS Limited
IOU	investor-owned utility
IRA	Inflation Reduction Act of 2022
IRS	U.S. Internal Revenue Service





## GLOSSARY (CONTINUED)

ISO	Independent System Operator
ITC	investment tax credit
JV	joint venture
KKR Denali	KKR Denali Holdco LLC, an affiliate of Kohlberg Kravis Roberts & Co. L.P.
KKR Pinnacle	KKR Pinnacle Investor L.P. (as successor-in-interest to KKR Pinnacle Aggregator L.P.), an affiliate of Kohlberg Kravis Roberts & Co. L.P.
Leak	the leak at the SoCalGas Aliso Canyon natural gas storage facility injection-and-withdrawal well, SS25, discovered by SoCalGas on October 23, 2015
LNG	liquefied natural gas
MD&A	Management's Discussion and Analysis of Financial Condition and Results of Operations
MMBtu	million British thermal units (of natural gas)
Moody's	Moody's Investors Service, Inc.
MORENA	Movimiento Regeneración Nacional (Mexico's National Regeneration Movement)
MOU	Memorandum of Understanding
Mtpa	million tonnes per annum
MW	megawatt
MWh	megawatt hour
NCI	noncontrolling interest(s)
NDT	nuclear decommissioning trusts
NEIL	Nuclear Electric Insurance Limited
O&M	operation and maintenance expense
OCI	other comprehensive income (loss)
OII	Order Instituting Investigation
Oncor	Oncor Electric Delivery Company LLC
Oncor Holdings	Oncor Electric Delivery Holdings Company LLC
ORLEN	Polski Koncern Naftowy Orlen S.A.
Other Sempra	All Sempra consolidated entities, except for SDG&E and SoCalGas
PA LNG Phase 1 project	initial phase of the Port Arthur LNG liquefaction project
PA LNG Phase 2 project	second phase of the Port Arthur LNG liquefaction project
PBOP	postretirement benefits other than pension
Port Arthur LNG	Port Arthur LNG, LLC, an indirect subsidiary of SI Partners that owns the PA LNG Phase 1 project
PP&E	property, plant and equipment
PPA	power purchase agreement
PUCT	Public Utility Commission of Texas
RBS Sempra Commodities	RBS Sempra Commodities LLP
Registrants	has the meaning set forth in Rule 12b-2 under the Exchange Act and consists of Sempra, SDG&E and SoCalGas for purposes of this report
ROE	return on equity
RSU	restricted stock unit
S&P	S&P Global Ratings, a division of S&P Global Inc.
SB	California Senate Bill
SDG&E	San Diego Gas & Electric Company
SDSRA	Senior Debt Service Reserve Account
SEC	U.S. Securities and Exchange Commission
SEDATU	Secretaría de Desarrollo Agrario, Territorial y Urbano (Mexico's agency in charge of agriculture, land and urban development)
SENER	Secretaría de Energía de México (Mexico's Ministry of Energy)
series A preferred stock	Sempra's 6% mandatory convertible preferred stock, series A
series B preferred stock	Sempra's 6.75% mandatory convertible preferred stock, series B
series C preferred stock	Sempra's 4.875% fixed-rate reset cumulative redeemable perpetual preferred stock, series C
SI Partners	Sempra Infrastructure Partners, LP, the holding company for most of Sempra's subsidiaries not subject to California or Texas utility regulation
SoCalGas	Southern California Gas Company
SOFR	Secured Overnight Financing Rate



**GLOSSARY (CONTINUED)**

SONGS	San Onofre Nuclear Generating Station
SPA	sale and purchase agreement
Support Agreement	support agreement, dated July 28, 2020 and amended on June 29, 2021, among Sempra and Sumitomo Mitsui Banking Corporation
TAG Norte	TAG Norte Holding, S. de R.L. de C.V.
TAG Pipelines	TAG Pipelines Norte, S. de R.L. de C.V.
TCEQ	Texas Commission on Environmental Quality
Tdm	Termoeléctrica de Mexicali
TO5	Electric Transmission Owner Formula Rate, effective June 1, 2019
U.S. GAAP	generally accepted accounting principles in the United States of America
VAT	value-added tax
VIE	variable interest entity
Wildfire Fund	the fund established pursuant to AB 1054
Wildfire Legislation	AB 1054 and AB 111

In this report, references to "Sempra" are to Sempra and its consolidated entities, collectively, and references to "we," "our," "us" and "our company" are to the applicable Registrant and its consolidated entities, collectively, in each case unless otherwise stated or indicated by the context. All references in this report to our reportable segments are not intended to refer to any legal entity with the same or similar name.

Throughout this report, we refer to the following as Condensed Consolidated Financial Statements and Notes to Condensed Consolidated Financial Statements when discussed together or collectively:

- the Condensed Consolidated Financial Statements and related Notes of Sempra;
- the Condensed Financial Statements and related Notes of SDG&E; and
- the Condensed Financial Statements and related Notes of SoCalGas.

## INFORMATION REGARDING FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are based on assumptions about the future, involve risks and uncertainties, and are not guarantees. Future results may differ materially from those expressed or implied in any forward-looking statement. These forward-looking statements represent our estimates and assumptions only as of the filing date of this report. We assume no obligation to update or revise any forward-looking statement as a result of new information, future events or otherwise.

Forward-looking statements can be identified by words such as "believe," "expect," "intend," "anticipate," "contemplate," "plan," "estimate," "project," "forecast," "envision," "should," "could," "would," "will," "confident," "may," "can," "potential," "possible," "proposed," "in process," "construct," "develop," "opportunity," "preliminary," "initiative," "target," "outlook," "optimistic," "poised," "positioned," "maintain," "continue," "progress," "advance," "goal," "aim," "commit," or similar expressions, or when we discuss our guidance, priorities, strategy, goals, vision, mission, opportunities, projections, intentions or expectations.

Factors, among others, that could cause actual results and events to differ materially from those expressed or implied in any forward-looking statement include:

- California wildfires, including potential liability for damages regardless of fault and any inability to recover all or a substantial portion of costs from insurance, the Wildfire Fund, rates from customers or a combination thereof
- decisions, investigations, inquiries, regulations, denials or revocations of permits, consents, approvals or other authorizations, renewals of franchises, and other actions, including the failure to honor contracts and commitments, by the (i) CPUC, CRE, DOE, FERC, IRS, PUCT and other regulatory bodies and (ii) U.S., Mexico and states, counties, cities and other jurisdictions therein and in other countries where we do business
- the success of business development efforts, construction projects, acquisitions, divestitures, and other significant transactions, including risks related to (i) being able to make a final investment decision, (ii) completing construction projects or other transactions on schedule and budget, (iii) realizing anticipated benefits from any of these efforts if completed, (iv) obtaining third-party consents and approvals and (v) third parties honoring their contracts and commitments
- macroeconomic trends or other factors that could change our capital expenditure plans and their potential impact on rate base or other growth
- litigation, arbitration, property disputes and other proceedings, and changes (i) to laws and regulations, including those related to tax and trade policy and the energy industry in Mexico and (ii) due to the results of elections
- cybersecurity threats, including by state and state-sponsored actors, of ransomware or other attacks on our systems or the systems of third parties with which we conduct business, including the energy grid or other energy infrastructure
- the availability, uses, sufficiency, and cost of capital resources and our ability to borrow money or otherwise raise capital on favorable terms and meet our obligations, including due to (i) actions by credit rating agencies to downgrade our credit ratings or place those ratings on negative outlook, (ii) instability in the capital markets, or (iii) rising interest rates and inflation
- the impact on affordability of SDG&E's and SoCalGas' customer rates and their cost of capital and on SDG&E's, SoCalGas' and Sempra Infrastructure's ability to pass through higher costs to customers due to (i) volatility in inflation, interest rates and commodity prices, (ii) with respect to SDG&E's and SoCalGas' businesses, the cost of meeting the demand for lower carbon and reliable energy in California, and (iii) with respect to Sempra Infrastructure's business, volatility in foreign currency exchange rates
- the impact of climate policies, laws, rules, regulations, trends and required disclosures, including actions to reduce or eliminate reliance on natural gas, increased uncertainty in the political or regulatory environment for California natural gas distribution companies, the risk of nonrecovery for stranded assets, and uncertainty related to emerging technologies
- weather, natural disasters, pandemics, accidents, equipment failures, explosions, terrorism, information system outages or other events, such as work stoppages, that disrupt our operations, damage our facilities or systems, cause the release of harmful materials or fires or subject us to liability for damages, fines and penalties, some of which may not be recoverable through regulatory mechanisms or insurance or may impact our ability to obtain satisfactory levels of affordable insurance
- the availability of electric power, natural gas and natural gas storage capacity, including disruptions caused by failures in the transmission grid, pipeline system or limitations on the withdrawal of natural gas from storage facilities
- Oncor's ability to reduce or eliminate its quarterly dividends due to regulatory and governance requirements and commitments, including by actions of Oncor's independent directors or a minority member director
- other uncertainties, some of which are difficult to predict and beyond our control

We caution you not to rely unduly on any forward-looking statements. You should review and carefully consider the risks, uncertainties and other factors that affect our businesses as described herein, in our Annual Report and in other reports we file with the SEC.

## PART I – FINANCIAL INFORMATION

### ITEM 1. FINANCIAL STATEMENTS

<b>SEMPRA</b> <b>CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS</b> <i>(Dollars in millions, except per share amounts; shares in thousands)</i>							
	Three months ended June 30,		Six months ended June 30,				
	2024	2023	2024	2023			
(unaudited)							
<b>REVENUES</b>							
Utilities:							
Natural gas	\$ 1,494	\$ 1,660	\$ 3,603	\$ 6,072			
Electric	1,144	1,054	2,200	2,081			
Energy-related businesses	373	621	848	1,742			
<b>Total revenues</b>	<b>3,011</b>	<b>3,335</b>	<b>6,651</b>	<b>9,895</b>			
<b>EXPENSES AND OTHER INCOME</b>							
Utilities:							
Cost of natural gas	( 137 )	( 311 )	( 691 )	( 2,994 )			
Cost of electric fuel and purchased power	( 156 )	( 88 )	( 245 )	( 202 )			
Energy-related businesses cost of sales	( 54 )	( 81 )	( 163 )	( 274 )			
Operation and maintenance	( 1,333 )	( 1,366 )	( 2,545 )	( 2,575 )			
Depreciation and amortization	( 603 )	( 549 )	( 1,197 )	( 1,088 )			
Franchise fees and other taxes	( 156 )	( 148 )	( 340 )	( 340 )			
Other income, net	30	31	129	72			
Interest income	17	17	30	41			
Interest expense	( 311 )	( 317 )	( 616 )	( 683 )			
Income before income taxes and equity earnings	308	523	1,013	1,852			
Income tax benefit (expense)	130	( 175 )	( 42 )	( 551 )			
Equity earnings	433	388	781	607			
Net income	871	736	1,752	1,908			
Earnings attributable to noncontrolling interests	( 146 )	( 121 )	( 215 )	( 313 )			
Preferred dividends	( 11 )	( 11 )	( 22 )	( 22 )			
Preferred dividends of subsidiary	( 1 )	( 1 )	( 1 )	( 1 )			
Earnings attributable to common shares	\$ 713	\$ 603	\$ 1,514	\$ 1,572			
<b>Basic EPS:</b>							
Earnings	\$ 1.13	\$ 0.96	\$ 2.39	\$ 2.50			
Weighted-average common shares outstanding	633,450	630,014	633,135	629,926			
<b>Diluted EPS:</b>							
Earnings	\$ 1.12	\$ 0.95	\$ 2.38	\$ 2.49			
Weighted-average common shares outstanding	636,279	632,121	635,817	632,185			

See Notes to Condensed Consolidated Financial Statements.



Sempra shareholders' equity								
	Pretax amount	Income tax benefit (expense)	Net-of-tax amount	Noncontrolling interests (after tax)	Total			
(unaudited)								
Three months ended June 30, 2024 and 2023								
<b>2024:</b>								
Net income	\$ 595	\$ 130	\$ 725	\$ 146	\$ 871			
Other comprehensive income (loss):								
Foreign currency translation adjustments	( 16 )	—	( 16 )	( 7 )	( 23 )			
Financial instruments	5	( 12 )	( 7 )	55	48			
Pension and other postretirement benefits	8	( 2 )	6	—	6			
Total other comprehensive (loss) income	( 3 )	( 14 )	( 17 )	48	31			
Comprehensive income	592	116	708	194	902			
Preferred dividends of subsidiary	( 1 )	—	( 1 )	—	( 1 )			
Comprehensive income, after preferred dividends of subsidiary	\$ 591	\$ 116	\$ 707	\$ 194	\$ 901			
<b>2023:</b>								
Net income	\$ 790	\$ ( 175 )	\$ 615	\$ 121	\$ 736			
Other comprehensive income (loss):								
Foreign currency translation adjustments	11	—	11	4	15			
Financial instruments	69	( 20 )	49	52	101			
Pension and other postretirement benefits	2	( 1 )	1	—	1			
Total other comprehensive income	82	( 21 )	61	56	117			
Comprehensive income	872	( 196 )	676	177	853			
Preferred dividends of subsidiary	( 1 )	—	( 1 )	—	( 1 )			
Comprehensive income, after preferred dividends of subsidiary	\$ 871	\$ ( 196 )	\$ 675	\$ 177	\$ 852			
Six months ended June 30, 2024 and 2023								
<b>2024:</b>								
Net income	\$ 1,579	\$ ( 42 )	\$ 1,537	\$ 215	\$ 1,752			
Other comprehensive income (loss):								
Foreign currency translation adjustments	( 13 )	—	( 13 )	( 6 )	( 19 )			
Financial instruments	48	( 16 )	32	169	201			
Pension and other postretirement benefits	13	( 3 )	10	—	10			
Total other comprehensive income	48	( 19 )	29	163	192			
Comprehensive income	1,627	( 61 )	1,566	378	1,944			
Preferred dividends of subsidiary	( 1 )	—	( 1 )	—	( 1 )			
Comprehensive income, after preferred dividends of subsidiary	\$ 1,626	\$ ( 61 )	\$ 1,565	\$ 378	\$ 1,943			
<b>2023:</b>								
Net income	\$ 2,146	\$ ( 551 )	\$ 1,595	\$ 313	\$ 1,908			
Other comprehensive income (loss):								
Foreign currency translation adjustments	21	—	21	8	29			
Financial instruments	8	( 4 )	4	2	6			
Pension and other postretirement benefits	( 10 )	( 1 )	( 11 )	—	( 11 )			
Total other comprehensive income	19	( 5 )	14	10	24			
Comprehensive income	2,165	( 556 )	1,609	323	1,932			
Preferred dividends of subsidiary	( 1 )	—	( 1 )	—	( 1 )			
Comprehensive income, after preferred dividends of subsidiary	\$ 2,164	\$ ( 556 )	\$ 1,608	\$ 323	\$ 1,931			

See Notes to Condensed Consolidated Financial Statements.



**SEMPRA**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
*(Dollars in millions)*

	June 30, 2024	December 31, 2023 <sup>(1)</sup>
(unaudited)		
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 228	\$ 236
Restricted cash	16	49
Accounts receivable – trade, net	1,552	2,151
Accounts receivable – other, net	441	561
Due from unconsolidated affiliates	7	31
Income taxes receivable	95	94
Inventories	467	482
Prepaid expenses	173	273
Regulatory assets	55	226
Fixed-price contracts and other derivatives	129	122
Greenhouse gas allowances	1,176	1,189
Other current assets	39	56
Total current assets	<u>4,378</u>	<u>5,470</u>
Other assets:		
Restricted cash	107	104
Regulatory assets	4,011	3,771
Greenhouse gas allowances	769	301
Nuclear decommissioning trusts	882	872
Dedicated assets in support of certain benefit plans	547	549
Deferred income taxes	134	129
Right-of-use assets – operating leases	711	723
Investment in Oncor Holdings	14,809	14,266
Other investments	2,405	2,244
Goodwill	1,602	1,602
Other intangible assets	305	318
Wildfire fund	272	269
Other long-term assets	1,857	1,603
Total other assets	<u>28,411</u>	<u>26,751</u>
Property, plant and equipment:		
Property, plant and equipment	75,923	72,495
Less accumulated depreciation and amortization	( 18,239 )	( 17,535 )
Property, plant and equipment, net	<u>57,684</u>	<u>54,960</u>
Total assets	<u>\$ 90,473</u>	<u>\$ 87,181</u>

<sup>(1)</sup> Derived from audited financial statements.

See Notes to Condensed Consolidated Financial Statements.

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**SEMPRA**  
**CONDENSED CONSOLIDATED BALANCE SHEETS (CONTINUED)**  
*(Dollars in millions)*

	June 30, 2024	December 31, 2023 <sup>(1)</sup>
(unaudited)		
<b>LIABILITIES AND EQUITY</b>		
Current liabilities:		
Short-term debt	\$ 2,197	\$ 2,342
Accounts payable – trade	1,753	2,211
Accounts payable – other	257	224
Due to unconsolidated affiliates	3	5
Dividends and interest payable	738	691
Accrued compensation and benefits	378	526
Regulatory liabilities	125	553
Current portion of long-term debt and finance leases	1,711	975
Greenhouse gas obligations	1,176	1,189
Other current liabilities	1,202	1,374
Total current liabilities	9,540	10,090
Long-term debt and finance leases	28,966	27,759
Deferred credits and other liabilities:		
Due to unconsolidated affiliates	302	307
Regulatory liabilities	3,959	3,739
Greenhouse gas obligations	334	—
Pension and other postretirement benefit plan obligations, net of plan assets	405	407
Deferred income taxes	5,486	5,254
Asset retirement obligations	3,689	3,642
Deferred credits and other	2,373	2,329
Total deferred credits and other liabilities	16,548	15,678
Commitments and contingencies (Note 11)		
Equity:		
Preferred stock ( 50,000,000 shares authorized):		
Preferred stock, series C ( 900,000 shares outstanding)	889	889
Common stock ( 1,125,000,000 shares authorized; 632,921,816 and 631,431,732 shares outstanding at June 30, 2024 and December 31, 2023, respectively; no par value)	12,250	12,204
Retained earnings	16,461	15,732
Accumulated other comprehensive income (loss)	( 121 )	( 150 )
Total Sempra shareholders' equity	29,479	28,675
Preferred stock of subsidiary	20	20
Other noncontrolling interests	5,920	4,959
Total equity	35,419	33,654
Total liabilities and equity	\$ 90,473	\$ 87,181

<sup>(1)</sup> Derived from audited financial statements.

See Notes to Condensed Consolidated Financial Statements.

**SEMPRA**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
*(Dollars in millions)*

	Six months ended June 30,	
	2024	2023
(unaudited)		
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net income	\$ 1,752	\$ 1,908
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	1,197	1,088
Deferred income taxes and investment tax credits	( 34 )	323
Equity earnings	( 781 )	( 607 )
Share-based compensation expense	41	31
Fixed-price contracts and other derivatives	28	( 569 )
Bad debt expense	94	220
Other	( 5 )	( 19 )
Net change in working capital components	( 99 )	1,474
Distributions from investments	405	402
Changes in other noncurrent assets and liabilities, net	( 78 )	( 514 )
Net cash provided by operating activities	<u>2,520</u>	<u>3,737</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Expenditures for property, plant and equipment	( 3,830 )	( 4,282 )
Expenditures for investments	( 387 )	( 184 )
Purchases of nuclear decommissioning and other trust assets	( 401 )	( 322 )
Proceeds from sales of nuclear decommissioning and other trust assets	442	356
Other	8	11
Net cash used in investing activities	<u>( 4,168 )</u>	<u>( 4,421 )</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Common dividends paid	( 741 )	( 734 )
Preferred dividends paid	( 22 )	( 22 )
Issuances of common stock	18	—
Repurchases of common stock	( 40 )	( 31 )
Issuances of debt (maturities greater than 90 days)	3,812	5,614
Payments on debt (maturities greater than 90 days) and finance leases	( 1,197 )	( 3,392 )
Decrease in short-term debt, net	( 817 )	( 388 )
Advances from unconsolidated affiliates	45	14
Proceeds from sale of noncontrolling interests	—	265
Distributions to noncontrolling interests	( 203 )	( 252 )
Contributions from noncontrolling interests	786	543
Settlement of cross-currency swaps	—	( 99 )
Other	( 23 )	( 61 )
Net cash provided by financing activities	<u>1,618</u>	<u>1,457</u>
Effect of exchange rate changes on cash, cash equivalents and restricted cash	<u>( 8 )</u>	<u>7</u>
(Decrease) increase in cash, cash equivalents and restricted cash	( 38 )	780
Cash, cash equivalents and restricted cash, January 1	389	462
Cash, cash equivalents and restricted cash, June 30	<u>\$ 351</u>	<u>\$ 1,242</u>

See Notes to Condensed Consolidated Financial Statements.

**SEMPRA****CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)***(Dollars in millions)*

	Six months ended June 30,	
	2024	2023
		(unaudited)
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Interest payments, net of amounts capitalized	\$ 574	\$ 612
Income tax payments, net of refunds	233	120
<b>SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES</b>		
Repayments of advances from unconsolidated affiliate in lieu of distributions	\$ 62	\$ 36
Accrued capital expenditures	885	863
Increase in finance lease obligations for investment in PP&E	12	36
Decrease in ARO for investment in PP&E	( 2 )	( 46 )
Preferred dividends declared but not paid	11	11
Common dividends issued in stock	27	—
Common dividends declared but not paid	393	375
Contributions from NCI	—	186

*See Notes to Condensed Consolidated Financial Statements.*

**SEMPRA**

**CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY**

(Dollars in millions)

	Preferred stock	Common stock	Retained earnings	Accumulated other comprehensive income (loss)	<b>Sempra shareholders' equity</b>	Non-controlling interests	<b>Total equity</b>
(unaudited)							
Three months ended June 30, 2024							
Balance at March 31, 2024	\$ 889	\$ 12,209	\$ 16,141	\$ ( 104 )	\$ 29,135	\$ 5,526	\$ 34,661
<b>Net income</b>			725		725	146	871
<b>Other comprehensive (loss) income</b>				( 17 )	( 17 )	48	31
Share-based compensation expense			20		20		20
Dividends declared:							
Series C preferred stock (\$ 12.19 /share)				( 11 )	( 11 )		( 11 )
Common stock (\$ 0.62 /share)				( 393 )	( 393 )		( 393 )
Preferred dividends of subsidiary				( 1 )	( 1 )		( 1 )
Issuances of common stock			21		21		21
Noncontrolling interest activities:							
Contributions						312	312
Distributions						( 92 )	( 92 )
Balance at June 30, 2024	\$ 889	\$ 12,250	\$ 16,461	\$ ( 121 )	\$ 29,479	\$ 5,940	\$ 35,419
Three months ended June 30, 2023							
Balance at March 31, 2023	\$ 889	\$ 12,164	\$ 14,796	\$ ( 182 )	\$ 27,667	\$ 2,578	\$ 30,245
<b>Net income</b>			615		615	121	736
<b>Other comprehensive income</b>				61	61	56	117
Share-based compensation expense			14		14		14
Dividends declared:							
Series C preferred stock (\$ 12.19 /share)				( 11 )	( 11 )		( 11 )
Common stock (\$ 0.59 /share)				( 375 )	( 375 )		( 375 )
Preferred dividends of subsidiary				( 1 )	( 1 )		( 1 )
Noncontrolling interest activities:							
Contributions			( 134 )		( 134 )	632	498
Distributions						( 209 )	( 209 )
Balance at June 30, 2023	\$ 889	\$ 12,044	\$ 15,024	\$ ( 121 )	\$ 27,836	\$ 3,178	\$ 31,014

See Notes to Condensed Consolidated Financial Statements.

**SEMPRA**

**CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY**

(Dollars in millions)

	Preferred stock	Common stock	Retained earnings	Accumulated other comprehensive income (loss)	Sempra shareholders' equity	Non-controlling interests	Total equity
(unaudited)							
Six months ended June 30, 2024							
Balance at December 31, 2023	\$ 889	\$ 12,204	\$ 15,732	\$ (150)	\$ 28,675	\$ 4,979	\$ 33,654
<b>Net income</b>			1,537		<b>1,537</b>	215	<b>1,752</b>
<b>Other comprehensive income</b>				29	<b>29</b>	163	<b>192</b>
Share-based compensation expense			41		<b>41</b>		<b>41</b>
Dividends declared:							
Series C preferred stock (\$ 24.38 /share)			(22)		<b>(22)</b>		<b>(22)</b>
Common stock (\$ 1.24 /share)			(785)		<b>(785)</b>		<b>(785)</b>
Preferred dividends of subsidiary			(1)		<b>(1)</b>		<b>(1)</b>
Issuances of common stock			45		<b>45</b>		<b>45</b>
Repurchases of common stock			(40)		<b>(40)</b>		<b>(40)</b>
Noncontrolling interest activities:							
Contributions						786	<b>786</b>
Distributions						(203)	<b>(203)</b>
Balance at June 30, 2024	\$ 889	\$ 12,250	\$ 16,461	\$ (121)	\$ 29,479	\$ 5,940	\$ 35,419
Six months ended June 30, 2023							
Balance at December 31, 2022	\$ 889	\$ 12,160	\$ 14,201	\$ (135)	\$ 27,115	\$ 2,141	\$ 29,256
<b>Net income</b>			1,595		<b>1,595</b>	313	<b>1,908</b>
<b>Other comprehensive income</b>				14	<b>14</b>	10	<b>24</b>
Share-based compensation expense			31		<b>31</b>		<b>31</b>
Dividends declared:							
Series C preferred stock (\$ 24.38 /share)			(22)		<b>(22)</b>		<b>(22)</b>
Common stock (\$ 1.19 /share)			(749)		<b>(749)</b>		<b>(749)</b>
Preferred dividends of subsidiary			(1)		<b>(1)</b>		<b>(1)</b>
Repurchases of common stock			(31)		<b>(31)</b>		<b>(31)</b>
Noncontrolling interest activities:							
Contributions			(134)		<b>(134)</b>	729	<b>595</b>
Distributions						(252)	<b>(252)</b>
Sale			18		<b>18</b>	237	<b>255</b>
Balance at June 30, 2023	\$ 889	\$ 12,044	\$ 15,024	\$ (121)	\$ 27,836	\$ 3,178	\$ 31,014

See Notes to Condensed Consolidated Financial Statements.

**SAN DIEGO GAS & ELECTRIC COMPANY**  
**CONDENSED STATEMENTS OF OPERATIONS**  
*(Dollars in millions)*

	Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023
(unaudited)				
<b>Operating revenues:</b>				
Electric	\$ 1,149	\$ 1,058	\$ 2,209	\$ 2,089
Natural gas	206	204	525	826
<b>Total operating revenues</b>	<b>1,355</b>	<b>1,262</b>	<b>2,734</b>	<b>2,915</b>
<b>Operating expenses:</b>				
Cost of electric fuel and purchased power	175	107	282	242
Cost of natural gas	37	38	139	417
Operation and maintenance	423	474	834	901
Depreciation and amortization	304	268	602	530
Franchise fees and other taxes	91	90	195	186
<b>Total operating expenses</b>	<b>1,030</b>	<b>977</b>	<b>2,052</b>	<b>2,276</b>
<b>Operating income</b>	<b>325</b>	<b>285</b>	<b>682</b>	<b>639</b>
Other income, net	23	22	56	50
Interest income	3	4	4	5
Interest expense	(131)	(123)	(259)	(241)
<b>Income before income taxes</b>	<b>220</b>	<b>188</b>	<b>483</b>	<b>453</b>
Income tax expense	(34)	(4)	(74)	(11)
<b>Net income/Earnings attributable to common shares</b>	<b>\$ 186</b>	<b>\$ 184</b>	<b>\$ 409</b>	<b>\$ 442</b>

See *Notes to Condensed Financial Statements*.

**SAN DIEGO GAS & ELECTRIC COMPANY**  
**CONDENSED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
*(Dollars in millions)*

	Pretax amount	Income tax expense	Net-of-tax amount
(unaudited)			
Three months ended June 30, 2024 and 2023			
<b>2024:</b>			
Net income/Comprehensive income	\$ 220	\$ (34)	\$ 186
<b>2023:</b>			
Net income/Comprehensive income	\$ 188	\$ (4)	\$ 184
Six months ended June 30, 2024 and 2023			
<b>2024:</b>			
Net income/Comprehensive income	\$ 483	\$ (74)	\$ 409
<b>2023:</b>			
Net income/Comprehensive income	\$ 453	\$ (11)	\$ 442

*See Notes to Condensed Financial Statements.*

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**SAN DIEGO GAS & ELECTRIC COMPANY**  
**CONDENSED BALANCE SHEETS**  
*(Dollars in millions)*

	June 30, 2024	December 31, 2023 <sup>(1)</sup>
(unaudited)		
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 66	\$ 50
Accounts receivable – trade, net	684	870
Accounts receivable – other, net	119	141
Due from unconsolidated affiliates	9	—
Income taxes receivable, net	212	236
Inventories	159	153
Prepaid expenses	86	165
Regulatory assets	23	19
Greenhouse gas allowances	158	158
Other current assets	25	31
Total current assets	<hr/> 1,541	<hr/> 1,823
Other assets:		
Regulatory assets	2,014	1,968
Greenhouse gas allowances	269	202
Nuclear decommissioning trusts	882	872
Right-of-use assets – operating leases	358	368
Wildfire fund	272	269
Other long-term assets	151	134
Total other assets	<hr/> 3,946	<hr/> 3,813
Property, plant and equipment:		
Property, plant and equipment	31,918	30,918
Less accumulated depreciation and amortization	( 7,668 )	( 7,369 )
Property, plant and equipment, net	<hr/> 24,250	<hr/> 23,549
<b>Total assets</b>	<b>\$ 29,737</b>	<b>\$ 29,185</b>

<sup>(1)</sup> Derived from audited financial statements.

See Notes to Condensed Financial Statements.

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**SAN DIEGO GAS & ELECTRIC COMPANY**  
**CONDENSED BALANCE SHEETS (CONTINUED)**  
*(Dollars in millions)*

	June 30, 2024	December 31, 2023 <sup>(1)</sup>
(unaudited)		
<b>LIABILITIES AND SHAREHOLDER'S EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 742	\$ 808
Due to unconsolidated affiliates	40	73
Interest payable	87	81
Accrued compensation and benefits	102	145
Deferred capacity sales	202	—
Accrued franchise fees	43	112
Regulatory liabilities	92	447
Current portion of long-term debt and finance leases	39	441
Greenhouse gas obligations	158	158
Asset retirement obligations	122	116
Other current liabilities	229	216
Total current liabilities	1,856	2,597
Long-term debt and finance leases	10,026	9,453
Deferred credits and other liabilities:		
Regulatory liabilities	2,662	2,534
Greenhouse gas obligations	45	—
Pension obligation, net of plan assets	81	79
Deferred income taxes	2,993	2,873
Asset retirement obligations	773	778
Deferred credits and other	990	969
Total deferred credits and other liabilities	7,544	7,233
Commitments and contingencies (Note 11)		
Shareholder's equity:		
Preferred stock ( 45,000,000 shares authorized; none issued)	—	—
Common stock ( 255,000,000 shares authorized; 116,583,358 shares outstanding; no par value)	1,660	1,660
Retained earnings	8,659	8,250
Accumulated other comprehensive income (loss)	( 8 )	( 8 )
Total shareholder's equity	10,311	9,902
Total liabilities and shareholder's equity	\$ 29,737	\$ 29,185

<sup>(1)</sup> Derived from audited financial statements.

See Notes to Condensed Financial Statements.

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**SAN DIEGO GAS & ELECTRIC COMPANY**  
**CONDENSED STATEMENTS OF CASH FLOWS**  
*(Dollars in millions)*

	Six months ended June 30,	
	2024	2023
(unaudited)		
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net income	\$ 409	\$ 442
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	602	530
Deferred income taxes and investment tax credits	51	( 31 )
Bad debt expense	24	60
Other	( 19 )	( 29 )
Net change in working capital components	( 28 )	235
Changes in noncurrent assets and liabilities, net	17	( 241 )
Net cash provided by operating activities	<u>1,056</u>	<u>966</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Expenditures for property, plant and equipment	( 1,234 )	( 1,239 )
Purchases of nuclear decommissioning trust assets	( 362 )	( 265 )
Proceeds from sales of nuclear decommissioning trust assets	380	294
Other	10	10
Net cash used in investing activities	<u>( 1,206 )</u>	<u>( 1,200 )</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Issuances of debt (maturities greater than 90 days)	594	792
Payments on debt (maturities greater than 90 days) and finance leases	( 422 )	( 19 )
Decrease in short-term debt, net	—	( 205 )
Debt issuance costs	( 6 )	( 9 )
Net cash provided by financing activities	<u>166</u>	<u>559</u>
Increase in cash and cash equivalents	16	325
Cash and cash equivalents, January 1	50	7
Cash and cash equivalents, June 30	<u>\$ 66</u>	<u>\$ 332</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Interest payments, net of amounts capitalized	\$ 249	\$ 224
<b>SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES</b>		
Accrued capital expenditures	\$ 188	\$ 233
Increase in finance lease obligations for investment in PP&E	2	4
Increase in ARO for investment in PP&E	—	10

See *Notes to Condensed Financial Statements*.

**SAN DIEGO GAS & ELECTRIC COMPANY**  
**CONDENSED STATEMENTS OF CHANGES IN SHAREHOLDER'S EQUITY**  
*(Dollars in millions)*

	Common stock	Retained earnings	Accumulated other comprehensive income (loss)	Total shareholder's equity
(unaudited)				
Three months ended June 30, 2024				
Balance at March 31, 2024	\$ 1,660	\$ 8,473	\$ (8)	\$ 10,125
<b>Net income</b>		186		<b>186</b>
<b>Balance at June 30, 2024</b>	<b>\$ 1,660</b>	<b>\$ 8,659</b>	<b>\$ (8)</b>	<b>\$ 10,311</b>
Three months ended June 30, 2023				
Balance at March 31, 2023	\$ 1,660	\$ 7,672	\$ (7)	\$ 9,325
<b>Net income</b>		184		<b>184</b>
<b>Balance at June 30, 2023</b>	<b>\$ 1,660</b>	<b>\$ 7,856</b>	<b>\$ (7)</b>	<b>\$ 9,509</b>
Six months ended June 30, 2024				
Balance at December 31, 2023	\$ 1,660	\$ 8,250	\$ (8)	\$ 9,902
<b>Net income</b>		409		<b>409</b>
<b>Balance at June 30, 2024</b>	<b>\$ 1,660</b>	<b>\$ 8,659</b>	<b>\$ (8)</b>	<b>\$ 10,311</b>
Six months ended June 30, 2023				
Balance at December 31, 2022	\$ 1,660	\$ 7,414	\$ (7)	\$ 9,067
<b>Net income</b>		442		<b>442</b>
<b>Balance at June 30, 2023</b>	<b>\$ 1,660</b>	<b>\$ 7,856</b>	<b>\$ (7)</b>	<b>\$ 9,509</b>

See Notes to Condensed Financial Statements.

**SOUTHERN CALIFORNIA GAS COMPANY**  
**CONDENSED STATEMENTS OF OPERATIONS**  
*(Dollars in millions)*

	Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023
(unaudited)				
Operating revenues	\$ 1,309	\$ 1,467	\$ 3,114	\$ 5,261
Operating expenses:				
Cost of natural gas	114	284	579	2,631
Operation and maintenance	707	715	1,320	1,340
Depreciation and amortization	224	208	447	414
Franchise fees and other taxes	60	56	134	145
Total operating expenses	1,105	1,263	2,480	4,530
Operating income	204	204	634	731
Other income (expense), net	13	1	60	(7)
Interest income	2	1	4	5
Interest expense	(78)	(71)	(155)	(140)
Income before income taxes	141	135	543	589
Income tax (expense) benefit	(10)	21	(53)	(73)
Net Income	131	156	490	516
Preferred dividends	(1)	(1)	(1)	(1)
Earnings attributable to common shares	\$ 130	\$ 155	\$ 489	\$ 515

*See Notes to Condensed Financial Statements.*

**SOUTHERN CALIFORNIA GAS COMPANY**  
**CONDENSED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
*(Dollars in millions)*

	Pretax amount	Income tax (expense) benefit	Net-of-tax amount
(unaudited)			
Three months ended June 30, 2024 and 2023			
<b>2024:</b>			
Net income	\$ 141	\$ (10)	\$ 131
Other comprehensive income (loss):			
Financial instruments	1	—	1
Total other comprehensive income	1	—	1
Comprehensive income	\$ 142	\$ (10)	\$ 132
<b>2023:</b>			
Net income	\$ 135	\$ 21	\$ 156
Other comprehensive income (loss):			
Financial instruments	1	—	1
Total other comprehensive income	1	—	1
Comprehensive income	\$ 136	\$ 21	\$ 157
Six months ended June 30, 2024 and 2023			
<b>2024:</b>			
Net income	\$ 543	\$ (53)	\$ 490
Other comprehensive income (loss):			
Financial instruments	1	—	1
Pension and other postretirement benefits	1	—	1
Total other comprehensive income	2	—	2
Comprehensive income	\$ 545	\$ (53)	\$ 492
<b>2023:</b>			
Net income	\$ 589	\$ (73)	\$ 516
Other comprehensive income (loss):			
Financial instruments	1	—	1
Pension and other postretirement benefits	1	—	1
Total other comprehensive income	2	—	2
Comprehensive income	\$ 591	\$ (73)	\$ 518

See Notes to Condensed Financial Statements.

**SOUTHERN CALIFORNIA GAS COMPANY**  
**CONDENSED BALANCE SHEETS**  
*(Dollars in millions)*

	June 30, 2024	December 31, 2023 <sup>(1)</sup>
(unaudited)		
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 10	\$ 2
Accounts receivable – trade, net	583	985
Accounts receivable – other, net	71	102
Due from unconsolidated affiliates	1	22
Inventories	260	277
Regulatory assets	31	204
Greenhouse gas allowances	936	950
Other current assets	64	100
Total current assets	1,956	2,642
Other assets:		
Regulatory assets	1,910	1,715
Greenhouse gas allowances	407	62
Right-of-use assets – operating leases	23	29
Other long-term assets	693	645
Total other assets	3,033	2,451
Property, plant and equipment:		
Property, plant and equipment	27,867	27,025
Less accumulated depreciation and amortization	(8,122)	(7,852)
Property, plant and equipment, net	19,745	19,173
Total assets	\$ 24,734	\$ 24,266

<sup>(1)</sup> Derived from audited financial statements.

See Notes to Condensed Financial Statements.

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**SOUTHERN CALIFORNIA GAS COMPANY**  
**CONDENSED BALANCE SHEETS (CONTINUED)**  
*(Dollars in millions)*

	June 30, 2024	December 31, 2023 <sup>(1)</sup>
(unaudited)		
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
Current liabilities:		
Short-term debt	\$ 406	\$ 946
Accounts payable – trade	464	811
Accounts payable – other	203	184
Due to unconsolidated affiliates	42	38
Accrued compensation and benefits	179	213
Regulatory liabilities	31	103
Current portion of long-term debt and finance leases	873	523
Greenhouse gas obligations	936	950
Asset retirement obligations	75	73
Other current liabilities	381	566
Total current liabilities	3,590	4,407
Long-term debt and finance leases	6,431	6,288
Deferred credits and other liabilities:		
Regulatory liabilities	1,295	1,202
Greenhouse gas obligations	269	—
Pension obligation, net of plan assets	221	231
Deferred income taxes	1,828	1,586
Asset retirement obligations	2,823	2,774
Deferred credits and other	376	368
Total deferred credits and other liabilities	6,812	6,161
Commitments and contingencies (Note 11)		
Shareholders' equity:		
Preferred stock ( 11,000,000 shares authorized; 862,043 shares outstanding)	22	22
Common stock ( 100,000,000 shares authorized; 91,300,000 shares outstanding; no par value)	2,316	2,316
Retained earnings	5,584	5,095
Accumulated other comprehensive income (loss)	( 21 )	( 23 )
Total shareholders' equity	7,901	7,410
<b>Total liabilities and shareholders' equity</b>	<b>\$ 24,734</b>	<b>\$ 24,266</b>

<sup>(1)</sup> Derived from audited financial statements.

See Notes to Condensed Financial Statements.

**SOUTHERN CALIFORNIA GAS COMPANY**  
**CONDENSED STATEMENTS OF CASH FLOWS**  
*(Dollars in millions)*

	Six months ended June 30,	
	2024	2023
		(unaudited)
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net income	\$ 490	\$ 516
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	447	414
Deferred income taxes and investment tax credits	56	79
Bad debt expense	45	160
Other	( 13 )	( 4 )
Net change in working capital components	73	40
Changes in noncurrent assets and liabilities, net	( 52 )	( 280 )
Net cash provided by operating activities	<u>1,046</u>	<u>925</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Expenditures for property, plant and equipment	( 978 )	( 961 )
Net cash used in investing activities	<u>( 978 )</u>	<u>( 961 )</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Preferred dividends paid	( 1 )	( 1 )
Issuances of debt (maturities greater than 90 days)	797	997
Payments on debt (maturities greater than 90 days) and finance leases	( 11 )	( 1,109 )
(Decrease) increase in short-term debt, net	( 840 )	138
Debt issuance costs	( 5 )	( 9 )
Net cash (used in) provided by financing activities	<u>( 60 )</u>	<u>16</u>
Increase (decrease) in cash and cash equivalents	8	( 20 )
Cash and cash equivalents, January 1	2	21
Cash and cash equivalents, June 30	<u>\$ 10</u>	<u>\$ 1</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Interest payments, net of amounts capitalized	\$ 142	\$ 138
<b>SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES</b>		
Accrued capital expenditures	\$ 222	\$ 222
Increase in finance lease obligations for investment in PP&E	10	32
Decrease in ARO for investment in PP&E	( 2 )	( 56 )

See *Notes to Condensed Financial Statements*.

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**SOUTHERN CALIFORNIA GAS COMPANY**  
**CONDENSED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY**  
*(Dollars in millions)*

	Preferred stock	Common stock	Retained earnings	Accumulated other comprehensive income (loss)	Total shareholders' equity
(unaudited)					
Three months ended June 30, 2024					
Balance at March 31, 2024	\$ 22	\$ 2,316	\$ 5,454	\$ (22)	\$ 7,770
<b>Net income</b>			131		<b>131</b>
<b>Other comprehensive income</b>			1		<b>1</b>
Dividends declared:					
Preferred stock (\$ 0.37 /share)			(1)		<b>(1)</b>
Balance at June 30, 2024	\$ 22	\$ 2,316	\$ 5,584	\$ (21)	\$ 7,901
Three months ended June 30, 2023					
Balance at March 31, 2023	\$ 22	\$ 2,316	\$ 4,744	\$ (23)	\$ 7,059
<b>Net income</b>			156		<b>156</b>
<b>Other comprehensive income</b>			1		<b>1</b>
Dividends declared:					
Preferred stock (\$ 0.37 /share)			(1)		<b>(1)</b>
Balance at June 30, 2023	\$ 22	\$ 2,316	\$ 4,899	\$ (22)	\$ 7,215
Six months ended June 30, 2024					
Balance at December 31, 2023	\$ 22	\$ 2,316	\$ 5,095	\$ (23)	\$ 7,410
<b>Net income</b>			490		<b>490</b>
<b>Other comprehensive income</b>			2		<b>2</b>
Dividends declared:					
Preferred stock (\$ 0.75 /share)			(1)		<b>(1)</b>
Balance at June 30, 2024	\$ 22	\$ 2,316	\$ 5,584	\$ (21)	\$ 7,901
Six months ended June 30, 2023					
Balance at December 31, 2022	\$ 22	\$ 2,316	\$ 4,384	\$ (24)	\$ 6,698
<b>Net income</b>			516		<b>516</b>
<b>Other comprehensive income</b>			2		<b>2</b>
Dividends declared:					
Preferred stock (\$ 0.75 /share)			(1)		<b>(1)</b>
Balance at June 30, 2023	\$ 22	\$ 2,316	\$ 4,899	\$ (22)	\$ 7,215

See *Notes to Condensed Financial Statements*.

## NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

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### NOTE 1. GENERAL INFORMATION AND OTHER FINANCIAL DATA

#### PRINCIPLES OF CONSOLIDATION

##### **Sempra**

Sempra's Condensed Consolidated Financial Statements include the accounts of Sempra, a California-based holding company, and its consolidated entities, which invest in, develop and operate energy infrastructure in North America, and provide electric and gas services to customers.

Sempra has three separate reportable segments, which we describe in Note 12. In the fourth quarter of 2023, Sempra realigned its reportable segments to reflect changes in how the CODM oversees our three platforms: Sempra California, Sempra Texas Utilities and Sempra Infrastructure. Our former SDG&E and SoCalGas reportable segments were combined into one operating and reportable segment, Sempra California, which is consistent with how the CODM assesses performance due to the similarities of their operations, including geographic location and regulatory framework in California. Sempra's historical segment disclosures have been restated to conform with the current presentation, so that all discussions reflect the revised segment information of its three reportable segments. All references in these Notes to our reportable segments are not intended to refer to any legal entity with the same or similar name.

##### **SDG&E**

SDG&E's common stock is wholly owned by Enova Corporation, which is a wholly owned subsidiary of Sempra. SDG&E is a regulated public utility that provides electric service to San Diego and southern Orange counties and natural gas service to San Diego County. SDG&E has one reportable segment.

##### **SoCalGas**

SoCalGas' common stock is wholly owned by Pacific Enterprises, which is a wholly owned subsidiary of Sempra. SoCalGas is a regulated public natural gas distribution utility, serving customers throughout most of Southern California and part of central California. SoCalGas has one reportable segment.

#### BASIS OF PRESENTATION

This is a combined report of Sempra, SDG&E and SoCalGas. We provide separate information for SDG&E and SoCalGas as required. We have eliminated intercompany accounts and transactions within the condensed consolidated financial statements of each Registrant.

We have prepared our Condensed Consolidated Financial Statements in conformity with U.S. GAAP and in accordance with the interim period reporting requirements of Form 10-Q and applicable rules of the SEC. The financial statements reflect all adjustments that are necessary for a fair presentation of the results for the interim periods. These adjustments are only of a normal, recurring nature. Results of operations for interim periods are not necessarily indicative of results for the entire year or for any other period. We evaluated events and transactions that occurred after June 30, 2024 through the date the financial statements were issued and, in the opinion of management, the accompanying statements reflect all adjustments necessary for a fair presentation.

All December 31, 2023 balance sheet information in the Condensed Consolidated Financial Statements has been derived from our audited 2023 Consolidated Financial Statements in the Annual Report. Certain information and note disclosures normally included in annual financial statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to the interim period reporting provisions of U.S. GAAP and the SEC.

We describe our significant accounting policies in Note 1 of the Notes to Consolidated Financial Statements in the Annual Report and the impact of the adoption of new accounting standards on those policies in Note 2 below. We follow the same accounting policies for interim period reporting purposes.

The information contained in this report should be read in conjunction with the Annual Report.

## **REGULATED OPERATIONS**

SDG&E, SoCalGas and Sempra Infrastructure's natural gas distribution utility, Ecogas, prepare their financial statements in accordance with the provisions of U.S. GAAP governing rate-regulated operations. We discuss revenue recognition and the effects of regulation at our utilities in Notes 3 and 4 below and in Notes 1, 3 and 4 of the Notes to Consolidated Financial Statements in the Annual Report.

Our Sempra Texas Utilities segment is comprised of our equity method investments in holding companies that own interests in regulated electric transmission and distribution utilities in Texas.

Our Sempra Infrastructure segment includes the operating companies of our subsidiary, SI Partners, as well as certain holding companies and risk management activity. Certain business activities at Sempra Infrastructure are regulated by the CRE and the FERC and meet the regulatory accounting requirements of U.S. GAAP.

## **VARIABLE INTEREST ENTITIES**

We consolidate a VIE if we are the primary beneficiary of the VIE. Our determination of whether we are the primary beneficiary is based on qualitative and quantitative analyses, which assess:

- the purpose and design of the VIE;
- the nature of the VIE's risks and the risks we absorb;
- the power to direct activities that most significantly impact the economic performance of the VIE; and
- the obligation to absorb losses or the right to receive benefits that could be significant to the VIE.

We will continue to evaluate our VIEs for any changes that may impact our determination of whether an entity is a VIE and if we are the primary beneficiary.

### ***SDG&E***

SDG&E's power procurement is subject to reliability requirements that may require SDG&E to enter into various PPAs that include variable interests. SDG&E evaluates the respective entities to determine if variable interests exist and, based on the qualitative and quantitative analyses described above, if SDG&E, and indirectly Sempra, is the primary beneficiary.

SDG&E has agreements under which it purchases power generated by facilities for which it supplies all of the natural gas to fuel the power plant (i.e., tolling agreements). SDG&E's obligation to absorb natural gas costs may be a significant variable interest. In addition, SDG&E has the power to direct the dispatch of electricity generated by these facilities. Based on our analysis, the ability to direct the dispatch of electricity may have the most significant impact on the economic performance of the entity owning the generating facility because of the associated exposure to the cost of natural gas, which fuels the plants, and the value of electricity produced. To the extent that SDG&E (1) is obligated to purchase and provide fuel to operate the facility, (2) has the power to direct the dispatch, and (3) purchases all of the output from the facility for a substantial portion of the facility's useful life, SDG&E may be the primary beneficiary of the entity owning the generating facility. SDG&E determines if it is the primary beneficiary in these cases based on a qualitative approach in which it considers the operational characteristics of the facility, including its expected power generation output relative to its capacity to generate and the financial structure of the entity, among other factors. If SDG&E determines that it is the primary beneficiary, SDG&E and Sempra consolidate the entity that owns the facility as a VIE.

In addition to tolling agreements, other variable interests involve various elements of fuel and power costs, and other components of cash flows expected to be paid to or received by our counterparties. In most of these cases, the expectation of variability is not substantial, and SDG&E generally does not have the power to direct activities, including the operation and maintenance activities of the generating facility, that most significantly impact the economic performance of the other VIEs. If our ongoing evaluation of these VIEs were to conclude that SDG&E becomes the primary beneficiary and consolidation by SDG&E becomes necessary, the effects could be significant to the financial position and liquidity of SDG&E and Sempra.

SDG&E determined that none of its PPAs and tolling agreements resulted in SDG&E being the primary beneficiary of a VIE at June 30, 2024 and December 31, 2023. PPAs and tolling agreements that relate to SDG&E's involvement with VIEs are primarily accounted for as finance leases. The carrying amounts of the assets and liabilities under these contracts are included in PP&E, net, and finance lease liabilities with balances of \$ 1,151 million and \$ 1,166 million at June 30, 2024 and December 31, 2023, respectively. SDG&E recovers costs incurred on PPAs, tolling agreements and other variable interests through CPUC-approved long-term power procurement plans. SDG&E has no residual interest in the respective entities and has not provided or guaranteed any debt or equity support, liquidity arrangements, performance guarantees or other commitments associated with these contracts other than the purchase commitments described in Note 16 of the Notes to Consolidated Financial Statements in the Annual Report. As a result, SDG&E's potential exposure to loss from its variable interest in these VIEs is not significant.

### **Other Sempra**

#### *Oncor Holdings*

Oncor Holdings is a VIE. Sempra is not the primary beneficiary of this VIE because of the structural and operational ring-fencing and governance measures in place that prevent us from having the power to direct the significant activities of Oncor Holdings. As a result, we do not consolidate Oncor Holdings and instead account for our ownership interest as an equity method investment. See Note 6 of the Notes to Consolidated Financial Statements in the Annual Report for additional information about our equity method investment in Oncor Holdings and restrictions on our ability to influence its activities. Our maximum exposure to loss, which fluctuates over time, from our interest in Oncor Holdings does not exceed the carrying value of our investment, which was \$ 14,809 million and \$ 14,266 million at June 30, 2024 and December 31, 2023, respectively.

#### *Cameron LNG JV*

Cameron LNG JV is a VIE principally due to contractual provisions that transfer certain risks to customers. Sempra is not the primary beneficiary of this VIE because we do not have the power to direct the most significant activities of Cameron LNG JV, including LNG production and operation and maintenance activities at the liquefaction facility. Therefore, we account for our investment in Cameron LNG JV under the equity method. The carrying value of our investment was \$ 1,114 million at June 30, 2024 and \$ 1,008 million at December 31, 2023. Our maximum exposure to loss, which fluctuates over time, includes the carrying value of our investment and our obligation under the SDSRA, which we discuss in Note 5.

#### *CFIN*

As we discuss in Note 5, in July 2020, Sempra entered into a Support Agreement for the benefit of CFIN, which is a VIE. Sempra is not the primary beneficiary of this VIE because we do not have the power to direct the most significant activities of CFIN, including modification, prepayment, and refinance decisions related to the financing arrangement with external lenders and Cameron LNG JV's four project owners as well as the ability to determine and enforce remedies in the event of default. The conditional obligations of the Support Agreement represent a variable interest that we measure at fair value on a recurring basis (see Note 8). Sempra's maximum exposure to loss under the terms of the Support Agreement is \$ 979 million.

#### *ECA LNG Phase 1*

ECA LNG Phase 1 is a VIE because its total equity at risk is not sufficient to finance its activities without additional subordinated financial support. We expect that ECA LNG Phase 1 will require future capital contributions or other financial support to finance the construction of the facility. Sempra is the primary beneficiary of this VIE because we have the power to direct the activities related to the construction and future operation and maintenance of the liquefaction facility. As a result, we consolidate ECA LNG Phase 1. Sempra consolidated \$ 1,680 million and \$ 1,580 million of assets at June 30, 2024 and December 31, 2023, respectively, consisting primarily of PP&E, net, attributable to ECA LNG Phase 1 that could be used only to settle obligations of this VIE and that are not available to settle obligations of Sempra, and \$ 1,049 million and \$ 1,029 million of liabilities at June 30, 2024 and December 31, 2023, respectively, consisting primarily of long-term debt attributable to ECA LNG Phase 1 for which creditors do not have recourse to the general credit of Sempra. Additionally, as we discuss in Note 6, IEnova and TotalEnergies SE have provided guarantees for 83.4 % and 16.6 %, respectively, of the loan facility supporting construction of the liquefaction facility.

### Port Arthur LNG

Port Arthur LNG is a VIE because its total equity at risk is not sufficient to finance its activities without additional subordinated financial support. We expect that Port Arthur LNG will require future capital contributions or other financial support to finance the construction of the PA LNG Phase 1 project. Sempra is the primary beneficiary of this VIE because we have the power to direct the activities related to the construction and future operation and maintenance of the liquefaction facility. As a result, we consolidate Port Arthur LNG. Sempra consolidated \$ 5,019 million and \$ 3,927 million of assets at June 30, 2024 and December 31, 2023, respectively, consisting primarily of PP&E, net, and other long-term assets attributable to Port Arthur LNG that could be used only to settle obligations of this VIE and that are not available to settle obligations of Sempra, and \$ 606 million and \$ 600 million of liabilities at June 30, 2024 and December 31, 2023, respectively, consisting primarily of accounts payable and long-term debt attributable to Port Arthur LNG for which creditors do not have recourse to the general credit of Sempra.

### CASH, CASH EQUIVALENTS AND RESTRICTED CASH

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported on Sempra's Condensed Consolidated Balance Sheets to the sum of such amounts reported on Sempra's Condensed Consolidated Statements of Cash Flows. We provide information about the nature of restricted cash in Note 1 of the Notes to Consolidated Financial Statements in the Annual Report.

RECONCILIATION OF CASH, CASH EQUIVALENTS AND RESTRICTED CASH		
<i>(Dollars in millions)</i>		
	June 30, 2024	December 31, 2023
<b>Sempra:</b>		
Cash and cash equivalents	\$ 228	\$ 236
Restricted cash, current	16	49
Restricted cash, noncurrent	107	104
Total cash, cash equivalents and restricted cash on the Condensed Consolidated Statements of Cash Flows	\$ 351	\$ 389

### CREDIT LOSSES

We are exposed to credit losses from financial assets measured at amortized cost, including trade and other accounts receivable, amounts due from unconsolidated affiliates, our net investment in sales-type leases and a note receivable. We are also exposed to credit losses from off-balance sheet arrangements through Sempra's guarantee related to Cameron LNG JV's SDSRA, which we discuss in Note 5.

We regularly monitor and evaluate credit losses and record allowances for expected credit losses, if necessary, for trade and other accounts receivable using a combination of factors, including past-due status based on contractual terms, trends in write-offs, the age of the receivables and customer payment patterns, historical and industry trends, counterparty creditworthiness, economic conditions and specific events, such as bankruptcies, pandemics and other factors. We write off financial assets measured at amortized cost in the period in which we determine they are not recoverable. We record recoveries of amounts previously written off when it is known that they will be recovered.

The implementation of customer assistance programs and higher 2023 winter season customer billings have resulted in certain SDG&E and SoCalGas customers exhibiting slower payment and higher levels of nonpayment than has been the case historically. In January 2024, the CPUC directed SDG&E and SoCalGas to offer long-term repayment plans to eligible residential customers with past-due balances until October 2026.

SDG&E and SoCalGas have regulatory mechanisms to recover credit losses and thus record changes in the allowances for credit losses related to Accounts Receivable – Trade that are probable of recovery in regulatory accounts. We discuss regulatory accounts in Note 4 below and in Note 4 of the Notes to Consolidated Financial Statements in the Annual Report.

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Changes in allowances for credit losses for trade receivables and other receivables are as follows:

CHANGES IN ALLOWANCES FOR CREDIT LOSSES (Dollars in millions)		2024	2023
<b>Sempra:</b>			
Allowances for credit losses at January 1		\$ 533	\$ 181
Provisions for expected credit losses		94	228
Write-offs		(112)	(43)
Allowances for credit losses at June 30		\$ 515	\$ 366
<b>SDG&amp;E:</b>			
Allowances for credit losses at January 1		\$ 144	\$ 78
Provisions for expected credit losses		24	63
Write-offs		(42)	(23)
Allowances for credit losses at June 30		\$ 126	\$ 118
<b>SoCalGas:</b>			
Allowances for credit losses at January 1		\$ 331	\$ 98
Provisions for expected credit losses		45	164
Write-offs		(70)	(20)
Allowances for credit losses at June 30		\$ 306	\$ 242

Allowances for credit losses related to trade receivables and other receivables are included in the Condensed Consolidated Balance Sheets as follows:

ALLOWANCES FOR CREDIT LOSSES (Dollars in millions)		June 30, 2024	December 31, 2023
<b>Sempra:</b>			
Accounts receivable – trade, net		\$ 451	\$ 480
Accounts receivable – other, net		52	52
Other long-term assets		12	1
Total allowances for credit losses		\$ 515	\$ 533
<b>SDG&amp;E:</b>			
Accounts receivable – trade, net		\$ 96	\$ 116
Accounts receivable – other, net		26	27
Other long-term assets		4	1
Total allowances for credit losses		\$ 126	\$ 144
<b>SoCalGas:</b>			
Accounts receivable – trade, net		\$ 272	\$ 306
Accounts receivable – other, net		26	25
Other long-term assets		8	—
Total allowances for credit losses		\$ 306	\$ 331

As we discuss below in "Note Receivable," we have an interest-bearing promissory note due from KKR Pinnacle. On a quarterly basis, we evaluate credit losses and record allowances for expected credit losses on this note receivable, including compounded interest and unamortized transaction costs, based on published default rate studies, the maturity date of the instrument and an internally developed credit rating. At both June 30, 2024 and December 31, 2023, \$ 6 million of expected credit losses are included in Other Long-Term Assets on Sempra's Condensed Consolidated Balance Sheets.

As we discuss in Note 5, Sempra provided a guarantee for the benefit of Cameron LNG JV related to amounts withdrawn by Sempra Infrastructure from the SDSRA. On a quarterly basis, we evaluate credit losses and record liabilities for expected credit losses on this off-balance sheet arrangement based on external credit ratings, published default rate studies and the maturity date of the arrangement. At both June 30, 2024 and December 31, 2023, \$ 5 million of expected credit losses are included in Deferred Credits and Other on Sempra's Condensed Consolidated Balance Sheets.



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**TRANSACTIONS WITH AFFILIATES**

We summarize amounts due from and to unconsolidated affiliates at the Registrants in the following table.

<b>AMOUNTS DUE FROM (TO) UNCONSOLIDATED AFFILIATES</b>		June 30, 2024	December 31, 2023
<i>(Dollars in millions)</i>			
<b>Sempra:</b>			
Tax sharing arrangement with Oncor Holdings	\$ —	\$ 25	
Various affiliates	7	6	
Total due from unconsolidated affiliates – current	\$ 7	\$ 31	
Tax sharing arrangement with Oncor Holdings	\$ (3)	\$ —	
TAG Pipelines – 5.5 % Note due January 9, 2024 <sup>(1)</sup>	—	(5)	
Total due to unconsolidated affiliates – current	\$ (3)	\$ (5)	
<b>TAG Pipelines<sup>(1)</sup>:</b>			
5.5 % Note due January 14, 2025	\$ —	\$ (24)	
5.5 % Note due July 16, 2025	—	(23)	
5.5 % Note due January 14, 2026	(8)	(20)	
5.5 % Note due July 14, 2026	(12)	(11)	
5.5 % Note due January 19, 2027	(15)	(14)	
5.5 % Note due July 21, 2027	(18)	(17)	
5.5 % Note due January 19, 2028	(46)	—	
TAG Norte – 5.74 % Note due December 17, 2029 <sup>(1)</sup>	(203)	(198)	
Total due to unconsolidated affiliates – noncurrent	\$ (302)	\$ (307)	
<b>SDG&amp;E:</b>			
SoCalGas	\$ 9	\$ —	
Total due from unconsolidated affiliates – current	\$ 9	\$ —	
Sempra	\$ (27)	\$ (44)	
SoCalGas	—	(21)	
Various affiliates	(13)	(8)	
Total due to unconsolidated affiliates – current	\$ (40)	\$ (73)	
Income taxes due from Sempra <sup>(2)</sup>	\$ 223	\$ 246	
<b>SoCalGas:</b>			
SDG&E	\$ —	\$ 21	
Various affiliates	1	1	
Total due from unconsolidated affiliates – current	\$ 1	\$ 22	
Sempra	\$ (34)	\$ (38)	
SDG&E	(8)	—	
Total due to unconsolidated affiliates – current	\$ (42)	\$ (38)	
Income taxes due from Sempra <sup>(2)</sup>	\$ 10	\$ 6	

<sup>(1)</sup> U.S. dollar-denominated loans at fixed interest rates. Amounts include principal balances plus accumulated interest outstanding and VAT payable to the Mexican government.

<sup>(2)</sup> SDG&E and SoCalGas are included in the consolidated income tax return of Sempra, and their respective income tax expense is computed as an amount equal to that which would result from each company having always filed a separate return. Amounts include current and noncurrent income taxes due to/from Sempra.

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We summarize income statement information from unconsolidated affiliates in the following table.

		INCOME STATEMENT IMPACT FROM UNCONSOLIDATED AFFILIATES							
		(Dollars in millions)		Three months ended June 30,		Six months ended June 30,			
		2024	2023	2024	2023				
<b>Sempra:</b>									
Revenues		\$ 10	\$ 11	\$ 20	\$ 24				
Interest expense		3	4	7	8				
<b>SDG&amp;E:</b>									
Revenues		\$ 5	\$ 6	\$ 11	\$ 10				
Cost of sales		35	27	75	57				
<b>SoCalGas:</b>									
Revenues		\$ 37	\$ 28	\$ 81	\$ 62				
Cost of sales <sup>(1)</sup>		—	4	(3)	35				

<sup>(1)</sup> Includes net commodity costs from natural gas transactions with unconsolidated affiliates.

## **Guarantees**

Sempra provides guarantees related to Cameron LNG JV's SDSRA and CFIN's Support Agreement. We discuss these guarantees in Note 5.

## **INVENTORIES**

The components of inventories are as follows:

		INVENTORY BALANCES		Sempra		SDG&E		SoCalGas	
		(Dollars in millions)		June 30, 2024	December 31, 2023	June 30, 2024	December 31, 2023	June 30, 2024	December 31, 2023
Natural gas	\$ 147	\$ 174	\$ 1	\$ 132	\$ 155				
LNG	8	9	—	—	—				
Materials and supplies	312	299	158	152	128				
Total	\$ 467	\$ 482	\$ 159	\$ 260	\$ 277				

## **DEDICATED ASSETS IN SUPPORT OF CERTAIN BENEFITS PLANS**

In support of its Supplemental Executive Retirement, Cash Balance Restoration and Deferred Compensation Plans, Sempra maintains dedicated assets, including a Rabbi Trust and investments in life insurance contracts, which totaled \$ 547 million and \$ 549 million at June 30, 2024 and December 31, 2023, respectively.

## **WILDFIRE FUND**

In July 2019, the Wildfire Legislation was signed into law to address certain issues related to catastrophic wildfires in California and their impact on electric IOUs. We discuss the Wildfire Legislation further in Note 1 of the Notes to Consolidated Financial Statements in the Annual Report.

SDG&E periodically evaluates the estimated period of benefit of the Wildfire Fund asset based on actual experience and changes in assumptions. In the second quarter of 2024, SDG&E revised its estimate of the period of benefit from 15 years to 25 years.

## **NOTE RECEIVABLE**

In November 2021, Sempra loaned \$ 300 million to KKR Pinnacle in exchange for an interest-bearing promissory note that is due in full no later than October 2029 and bears compound interest at 5 % per annum, which may be paid quarterly or added to the outstanding principal at the election of KKR Pinnacle. At June 30, 2024 and December 31, 2023, Other Long-Term Assets includes \$ 340 million and \$ 332 million, respectively, of outstanding principal, compounded interest and unamortized transaction costs, net of allowance for credit losses, on Sempra's Condensed Consolidated Balance Sheets.

## PROPERTY, PLANT AND EQUIPMENT

Sempra Infrastructure's Sonora natural gas pipeline consists of two pipeline segments, the Sasabe-Puerto Libertad-Guaymas segment and the Guaymas-El Oro segment. Each segment has its own service agreement with the CFE. Following the start of commercial operations of the Guaymas-El Oro segment, Sempra Infrastructure reported damage to the pipeline in the Yaqui territory that has made that section inoperable since August 2017. Sempra Infrastructure and the CFE have agreed to an amendment to their transportation services agreement and to re-route the portion of the pipeline that is in the Yaqui territory, whereby the CFE would pay for the re-routing with a new tariff. This amendment will terminate if certain conditions are not met, and Sempra Infrastructure retains the right to terminate the transportation services agreement and seek to recover its reasonable and documented costs and lost profit. Sempra Infrastructure continues to acquire and pursue the necessary rights-of-way and permits for the re-routed portion of the pipeline. At June 30, 2024, Sempra Infrastructure had \$ 406 million in PP&E, net, related to the Guaymas-El Oro segment of the Sonora pipeline, which could be subject to impairment if Sempra Infrastructure is unable to re-route a portion of the pipeline and resume operations or if Sempra Infrastructure terminates the contract and is unable to obtain recovery.

## CAPITALIZED FINANCING COSTS

Capitalized financing costs include capitalized interest costs and AFUDC related to both debt and equity financing of construction projects. We capitalize interest costs incurred to finance capital projects and interest at equity method investments that have not commenced planned principal operations.

The table below summarizes capitalized financing costs, comprised of AFUDC and capitalized interest.

	Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023
Sempra	\$ 155	\$ 110	\$ 300	\$ 183
SDG&E	27	31	53	62
SoCalGas	26	20	50	35

**COMPREHENSIVE INCOME**

The following tables present the changes in AOCI by component and amounts reclassified out of AOCI to net income, after amounts attributable to NCI.

**CHANGES IN ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS) BY COMPONENT<sup>(1)</sup>**

*(Dollars in millions)*

	Foreign currency translation adjustments	Financial instruments	Pension and PBOP	Total AOCI
Three months ended June 30, 2024 and 2023				
<b>Sempra:</b>				
Balance at March 31, 2024	\$ (33)	\$ 42	\$ (113)	\$ (104)
OCI before reclassifications	(16)	3	(1)	(14)
Amounts reclassified from AOCI	—	(10)	7	(3)
Net OCI	(16)	(7)	6	(17)
Balance at June 30, 2024	\$ (49)	\$ 35	\$ (107)	\$ (121)
Balance at March 31, 2023	\$ (49)	\$ (35)	\$ (98)	\$ (182)
OCI before reclassifications	11	53	—	64
Amounts reclassified from AOCI	—	(4)	1	(3)
Net OCI	11	49	1	61
Balance at June 30, 2023	\$ (38)	\$ 14	\$ (97)	\$ (121)
<b>SDG&amp;E:</b>				
Balance at March 31, 2024 and June 30, 2024		\$ (8)	\$ (8)	\$ (8)
Balance at March 31, 2023 and June 30, 2023		\$ (7)	\$ (7)	\$ (7)
<b>SoCalGas:</b>				
Balance at March 31, 2024	\$ (11)	\$ (11)	\$ (22)	\$ (22)
Amounts reclassified from AOCI	1	—	—	1
Net OCI	1	—	—	1
Balance at June 30, 2024	\$ (10)	\$ (11)	\$ (21)	\$ (21)
Balance at March 31, 2023	\$ (12)	\$ (11)	\$ (23)	\$ (23)
Amounts reclassified from AOCI	1	—	—	1
Net OCI	1	—	—	1
Balance at June 30, 2023	\$ (11)	\$ (11)	\$ (22)	\$ (22)

<sup>(1)</sup> All amounts are net of income tax, if subject to tax, and after NCI.

ANGES IN ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS) BY COMPONENT<sup>(1)</sup> (CONTINUED)

ars in millions)

	Foreign currency translation adjustments	Financial instruments	Pension and PBOP	Total AOCI
Six months ended June 30, 2024 and 2023				
<b>mpra:</b>				
alance at December 31, 2023	\$ (36 \$)	3 \$	(117 \$)	(150 )
before reclassifications	(13 )	48	1	36
ounts reclassified from AOCI	—	(16 )	9	(7 )
t OCI	(13 )	32	10	29
alance at June 30, 2024	\$ (49 \$)	35 \$	(107 \$)	(121 )
<b>lance at December 31, 2022</b>	<b>\$ (59 \$)</b>	<b>10 \$</b>	<b>(86 \$)</b>	<b>(135 )</b>
before reclassifications	21	13	(13 )	21
ounts reclassified from AOCI	—	(9 )	2	(7 )
t OCI	21	4	(11 )	14
alance at June 30, 2023	\$ (38 \$)	14 \$	(97 \$)	(121 )
<b>IG&amp;E:</b>				
alance at December 31, 2023 and June 30, 2024	\$ (8 \$)		(8 )	
<b>lance at December 31, 2022 and June 30, 2023</b>	<b>\$ (7 \$)</b>		<b>(7 )</b>	
<b>CalGas:</b>				
alance at December 31, 2023	\$ (11 \$)	(12 \$)	(23 )	
ounts reclassified from AOCI	1	1	2	
t OCI	1	1	2	
alance at June 30, 2024	\$ (10 \$)	(11 \$)	(21 )	
<b>lance at December 31, 2022</b>	<b>\$ (12 \$)</b>	<b>(12 \$)</b>	<b>(24 )</b>	
ounts reclassified from AOCI	1	1	2	
t OCI	1	1	2	
alance at June 30, 2023	\$ (11 \$)	(11 \$)	(22 )	

<sup>(1)</sup> All amounts are net of income tax, if subject to tax, and after NCI.

**CLASSIFICATIONS OUT OF ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)**

*(in millions)*

Details about AOCI components	Amounts reclassified from AOCI		Affected line item on Condensed Consolidated Statements of Operations	
	Three months ended June 30,			
	2024	2023		
<b>mpa:</b>				
ancial instruments:				
terest rate instruments	\$ ( 3\$		Interest Expense	
terest rate instruments	( 10 )	( 14 )	Equity Earnings <sup>(1)</sup>	
oreign exchange instruments	( 2 )		Revenues: Energy-Related Businesses	
	( 1 )		Other Income, Net	
oreign exchange instruments	( 2 )		Equity Earnings <sup>(1)</sup>	
terest rate and foreign exchange instruments	—	( 1 )	Interest Expense	
al, before income tax	( 18 )	( 13 )		
	3		Income Tax Benefit (Expense)	
al, net of income tax	( 15 )	( 13 )		
	5		Earnings Attributable to Noncontrolling Interests	
al, net of income tax and after NCI	\$ ( 10\$	( 4 )		
<b>nsion and PBOP<sup>(2)</sup>:</b>				
mortization of actuarial loss	\$ 1\$		Other Income, Net	
ettlement charges	9		Other Income, Net	
al, before income tax	10	1		
	( 3 )		Income Tax Benefit (Expense)	
al, net of income tax	\$ 7\$	1		
al reclassifications for the period, net of income and after NCI				
	\$ ( 3\$		( 3 )	
<b>CalGas:</b>				
ancial instruments:				
terest rate instruments	\$ 1\$		Interest Expense	
al reclassifications for the period, net of income and after NCI				
	\$ 1\$		1	

(1) *Equity earnings at Oncor Holdings and our foreign equity method investees are recognized after tax.*

(2) *Amounts are included in the computation of net periodic benefit cost (see "Pension and PBOP" below).*

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**RECLASSIFICATIONS OUT OF ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS) (CONTINUED)**

(Dollars in millions)

Details about AOCI components	Amounts reclassified from AOCI		Affected line item on Condensed Consolidated Statements of Operations	
	2024	2023		
<b>Sempra:</b>				
Financial instruments:				
Interest rate instruments	\$ (6)	\$ —	Interest Expense	
Interest rate instruments	(15)	(21)	Equity Earnings <sup>(1)</sup>	
Foreign exchange instruments	(5)	—	Revenues: Energy-Related Businesses	
	(1)	2	Other Income, Net	
Foreign exchange instruments	(4)	2	Equity Earnings <sup>(1)</sup>	
Interest rate and foreign exchange instruments	—	(1)	Interest Expense	
	—	(6)	Other Income, Net	
Total, before income tax	(31)	(24)		
	6	3	Income Tax Benefit (Expense)	
Total, net of income tax	(25)	(21)		
	9	12	Earnings Attributable to Noncontrolling Interests	
Total, net of income tax and after NCI	\$ (16)	\$ (9)		
Pension and PBOP <sup>(2)</sup> :				
Amortization of actuarial loss	\$ 3	\$ 1	Other Income, Net	
Amortization of prior service cost	1	1	Other Income, Net	
Settlement charges	9	—	Other Income, Net	
Total, before income tax	13	2		
	(4)	—	Income Tax Benefit (Expense)	
Total, net of income tax	\$ 9	\$ 2		
Total reclassifications for the period, net of income tax and after NCI				
	\$ (7)	\$ (7)		
<b>SoCalGas:</b>				
Financial instruments:				
Interest rate instruments	\$ 1	\$ 1	Interest Expense	
Pension and PBOP <sup>(2)</sup> :				
Amortization of prior service cost	\$ 1	\$ 1	Other Income (Expense), Net	
Total reclassifications for the period, net of income tax				
	\$ 2	\$ 2		

<sup>(1)</sup> *Equity earnings at Oncor Holdings and our foreign equity method investees are recognized after tax.*

<sup>(2)</sup> *Amounts are included in the computation of net periodic benefit cost (see "Pension and PBOP" below).*

For the three months and six months ended June 30, 2024 and 2023, reclassifications out of AOCI to net income were negligible for SDG&E.

**PENSION AND PBOP**

**Net Periodic Benefit Cost**

The following tables provide the components of net periodic benefit cost. The components of net periodic benefit cost, other than the service cost component, are included in Other Income, Net.

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**NET PERIODIC BENEFIT COST**

*(Dollars in millions)*

	Pension		PBOP	
	Three months ended June 30,			
	2024	2023	2024	2023
<b>Sempra:</b>				
Service cost	\$ 33	\$ 29	\$ 3	\$ 3
Interest cost	41	39	9	10
Expected return on assets	( 46 )	( 42 )	( 17 )	( 18 )
Amortization of:				
Prior service cost	2	1	—	—
Actuarial loss (gain)	3	2	( 4 )	( 6 )
Settlement charges	9	—	—	—
Net periodic benefit cost (credit)	42	29	( 9 )	( 11 )
Regulatory adjustments	26	29	9	11
Total expense recognized	\$ 68	\$ 58	— \$	—
<b>SDG&amp;E:</b>				
Service cost	\$ 9	\$ 8	\$ 1	\$ —
Interest cost	11	10	1	2
Expected return on assets	( 11 )	( 10 )	( 1 )	( 2 )
Amortization of:				
Actuarial loss (gain)	1	1	( 1 )	—
Net periodic benefit cost	10	9	—	—
Regulatory adjustments	3	4	—	—
Total expense recognized	\$ 13	\$ 13	— \$	—
<b>SoCalGas:</b>				
Service cost	\$ 19	\$ 17	\$ 2	\$ 2
Interest cost	26	26	7	7
Expected return on assets	( 31 )	( 31 )	( 15 )	( 15 )
Amortization of:				
Prior service cost	1	1	—	—
Actuarial gain	—	—	( 3 )	( 5 )
Net periodic benefit cost (credit)	15	13	( 9 )	( 11 )
Regulatory adjustments	23	25	9	11
Total expense recognized	\$ 38	\$ 38	— \$	—

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**NET PERIODIC BENEFIT COST (CONTINUED)**

*(Dollars in millions)*

	Pension		PBOP	
	Six months ended June 30,			
	2024	2023	2024	2023
<b>Sempra:</b>				
Service cost	\$ 65	\$ 57	\$ 7	\$ 7
Interest cost	83	79	18	19
Expected return on assets	( 91 )	( 85 )	( 34 )	( 35 )
Amortization of:				
Prior service cost (credit)	3	2	( 1 )	( 1 )
Actuarial loss (gain)	6	4	( 8 )	( 12 )
Settlement charges	9	—	—	—
Net periodic benefit cost (credit)	75	57	( 18 )	( 22 )
Regulatory adjustments	1	58	18	22
Total expense recognized	\$ 76	\$ 115	— \$	—
<b>SDG&amp;E:</b>				
Service cost	\$ 19	\$ 16	\$ 2	\$ 1
Interest cost	22	20	3	4
Expected return on assets	( 23 )	( 20 )	( 4 )	( 4 )
Amortization of:				
Actuarial loss (gain)	3	2	( 1 )	( 1 )
Net periodic benefit cost	21	18	—	—
Regulatory adjustments	( 7 )	8	—	—
Total expense recognized	\$ 14	\$ 26	— \$	—
<b>SoCalGas:</b>				
Service cost	\$ 38	\$ 34	\$ 5	\$ 5
Interest cost	52	51	14	14
Expected return on assets	( 61 )	( 60 )	( 30 )	( 30 )
Amortization of:				
Prior service cost (credit)	2	2	( 1 )	( 1 )
Actuarial gain	—	—	( 6 )	( 10 )
Net periodic benefit cost (credit)	31	27	( 18 )	( 22 )
Regulatory adjustments	8	50	18	22
Total expense recognized	\$ 39	\$ 77	— \$	—

**OTHER INCOME, NET**

Other Income, Net, consists of the following:

	Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023
<b>Sempra:</b>				
Allowance for equity funds used during construction	\$ 38	\$ 37	\$ 75	\$ 70
Investment gains, net <sup>(1)</sup>	3	5	19	17
Gains (losses) on interest rate and foreign exchange instruments, net	1	(1)	1	4
Foreign currency transaction (losses) gains, net	(2)	3	(1)	4
Non-service components of net periodic benefit cost	(32)	(26)	(4)	(51)
Interest on regulatory balancing accounts, net	24	19	42	37
Sundry, net	(2)	(6)	(3)	(9)
<b>Total</b>	<b>\$ 30</b>	<b>\$ 31</b>	<b>\$ 129</b>	<b>\$ 72</b>
<b>SDG&amp;E:</b>				
Allowance for equity funds used during construction	\$ 19	\$ 23	\$ 39	\$ 46
Non-service components of net periodic benefit cost	(3)	(5)	7	(9)
Interest on regulatory balancing accounts, net	11	11	18	21
Sundry, net	(4)	(7)	(8)	(8)
<b>Total</b>	<b>\$ 23</b>	<b>\$ 22</b>	<b>\$ 56</b>	<b>\$ 50</b>
<b>SoCalGas:</b>				
Allowance for equity funds used during construction	\$ 19	\$ 14	\$ 36	\$ 24
Non-service components of net periodic benefit cost	(17)	(19)	4	(38)
Interest on regulatory balancing accounts, net	13	8	24	16
Sundry, net	(2)	(2)	(4)	(9)
<b>Total</b>	<b>\$ 13</b>	<b>\$ 1</b>	<b>\$ 60</b>	<b>\$ (7)</b>

<sup>(1)</sup> Represents net investment gains on dedicated assets in support of our executive retirement and deferred compensation plans. These amounts are offset by corresponding changes in compensation expense related to the plans, recorded in O&M on the Condensed Consolidated Statements of Operations.

## INCOME TAXES

We provide our calculations of ETRs in the following table.

INCOME TAX (BENEFIT) EXPENSE AND EFFECTIVE INCOME TAX RATES						
(Dollars in millions)						
	Three months ended June 30,		Six months ended June 30,			
	2024	2023	2024	2023		
<b>Sempra:</b>						
Income tax (benefit) expense	\$ (130)	\$ 175	\$ 42	\$ 551		
Income before income taxes and equity earnings	\$ 308	\$ 523	\$ 1,013	\$ 1,852		
Equity earnings, before income tax <sup>(1)</sup>	160	153	294	285		
Pretax income	\$ 468	\$ 676	\$ 1,307	\$ 2,137		
Effective income tax rate	(28)%		26 %	3 %	26 %	
<b>SDG&amp;E:</b>						
Income tax expense	\$ 34	\$ 4	\$ 74	\$ 11		
Income before income taxes	\$ 220	\$ 188	\$ 483	\$ 453		
Effective income tax rate	15 %		2 %	15 %	2 %	
<b>SoCalGas:</b>						
Income tax expense (benefit)	\$ 10	\$ (21)	\$ 53	\$ 73		
Income before income taxes	\$ 141	\$ 135	\$ 543	\$ 589		
Effective income tax rate	7 %		(16)%	10 %	12 %	

<sup>(1)</sup> We discuss how we recognize equity earnings in Note 6 of the Notes to Consolidated Financial Statements in the Annual Report.

Sempra, SDG&E and SoCalGas record income taxes for interim periods utilizing a forecasted ETR anticipated for the full year. Unusual and infrequent items and items that cannot be reliably estimated are recorded in the interim period in which they occur, which can result in variability in the ETR.

For SDG&E and SoCalGas, the CPUC requires flow-through rate-making treatment for the current income tax benefit or expense arising from certain property-related and other temporary differences between the treatment for financial reporting and income tax, which will reverse over time. Under the regulatory accounting treatment required for these flow-through temporary differences, deferred income tax assets and liabilities are not recorded to deferred income tax expense, but rather to a regulatory asset or liability, which impacts the ETR. As a result, changes in the relative size of these items compared to pretax income, from period to period, can cause variations in the ETR. The following items are subject to flow-through treatment:

- repairs expenditures related to a certain portion of utility plant fixed assets
- the equity portion of AFUDC, which is non-taxable
- a portion of the cost of removal of utility plant assets
- utility self-developed software expenditures
- depreciation on a certain portion of utility plant assets
- state income taxes

AFUDC related to equity recorded for regulated construction projects at Sempra Infrastructure has similar flow-through treatment.

Under the IRA, in 2023, the scope of projects eligible for ITCs was expanded to include standalone energy storage projects, which are transferable under the IRA. The IRA also provided an election through 2024 that permits ITCs related to standalone energy storage projects to be returned to utility customers over a period that is shorter than the life of the applicable asset.

In April 2023, the IRS issued Revenue Procedure 2023-15, which provides a safe harbor method of accounting for gas repairs expenditures. As a result of this Revenue Procedure, SoCalGas updated its assessment of prior years' unrecognized income tax benefits and, in the three months and six months ended June 30, 2023, recorded an income tax benefit of \$ 43 million for previously unrecognized income tax benefits pertaining to gas repairs expenditures. Sempra intends to elect this change in tax accounting method in its consolidated 2023 income tax return filing, and Sempra, SDG&E and SoCalGas have applied this methodology in the calculation of their 2024 forecasted ETRs.

Sempra, SDG&E, and SoCalGas record regulatory liabilities for benefits that will be flowed through to customers in the future.

## NOTE 2. NEW ACCOUNTING STANDARDS

We describe below recent accounting pronouncements that have had or may have a significant effect on our results of operations, financial condition, cash flows or disclosures.

**ASU 2023-07, “Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures”:** ASU 2023-07 revises reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. In addition, public entities are required to disclose the title and position of the CODM and explain how the CODM uses the reported measures of profit or loss to assess segment performance. The standard also requires interim disclosure of certain segment-related disclosures that previously were required only on an annual basis. ASU 2023-07 is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. Entities must adopt the changes to the segment reporting disclosures on a retrospective basis. We plan to adopt the standard on December 31, 2024.

**ASU 2023-09, “Income Taxes (Topic 740): Improvements to Income Tax Disclosures”:** ASU 2023-09 improves the transparency of income tax disclosures by requiring disaggregated information about each Registrant's ETR reconciliation as well as information on income taxes paid. For each annual period, each Registrant will be required to disclose specific categories in the rate reconciliation and provide additional information for reconciling items that meet a quantitative threshold (if the effect of those reconciling items is equal to or greater than 5% of the amount computed by multiplying pretax income or loss by the applicable statutory income tax rate). ASU 2023-09 is effective for annual periods beginning after December 15, 2024. Early adoption is permitted for annual financial statements that have not yet been issued. We plan to adopt the standard on December 31, 2025 and are currently evaluating the effect of the standard on our financial reporting.

### NOTE 3. REVENUES

We discuss revenue recognition for revenues from contracts with customers and from sources other than contracts with customers in Note 3 of the Notes to Consolidated Financial Statements in the Annual Report.

The following tables disaggregate our revenues from contracts with customers by major service line and market. We also provide a reconciliation to total revenues by segment for Sempra. The majority of our revenue is recognized over time.

#### DISAGGREGATED REVENUES

(Dollars in millions)

	Sempra			
	Consolidating adjustments and			
	Sempra California	Sempra Infrastructure	Parent and other	Sempra
Three months ended June 30, 2024				
<b>By major service line:</b>				
Utilities	\$ 2,256	\$ 18	\$ (5)	\$ 2,269
Energy-related businesses	—	234	(19)	215
Revenues from contracts with customers	\$ 2,256	\$ 252	\$ (24)	\$ 2,484
<b>By market:</b>				
Gas	\$ 1,374	\$ 148	\$ (4)	\$ 1,518
Electric	882	104	(20)	966
Revenues from contracts with customers	\$ 2,256	\$ 252	\$ (24)	\$ 2,484
Revenues from contracts with customers	\$ 2,256	\$ 252	\$ (24)	\$ 2,484
Utilities regulatory revenues	369	—	—	369
Other revenues	—	157	1	158
<b>Total revenues</b>	<b>\$ 2,625</b>	<b>\$ 409</b>	<b>\$ (23)</b>	<b>\$ 3,011</b>
Three months ended June 30, 2023				
<b>By major service line:</b>				
Utilities	\$ 2,662	\$ 19	\$ (5)	\$ 2,676
Energy-related businesses	—	235	(19)	216
Revenues from contracts with customers	\$ 2,662	\$ 254	\$ (24)	\$ 2,892
<b>By market:</b>				
Gas	\$ 1,518	\$ 167	\$ (5)	\$ 1,680
Electric	1,144	87	(19)	1,212
Revenues from contracts with customers	\$ 2,662	\$ 254	\$ (24)	\$ 2,892
Revenues from contracts with customers	\$ 2,662	\$ 254	\$ (24)	\$ 2,892
Utilities regulatory revenues	38	—	—	38
Other revenues	—	406	(1)	405
<b>Total revenues</b>	<b>\$ 2,700</b>	<b>\$ 660</b>	<b>\$ (25)</b>	<b>\$ 3,335</b>

**DISAGGREGATED REVENUES (CONTINUED)**

*(Dollars in millions)*

	Sempra						
	Consolidating adjustments and						
	Sempra California		Sempra Infrastructure		Parent and other		
	Six months ended June 30, 2024						
<b>By major service line:</b>							
Utilities	\$ 5,735	\$ 48	\$ (11)	\$ 5,772			
Energy-related businesses	—	446	(37)	409			
Revenues from contracts with customers	\$ 5,735	\$ 494	\$ (48)	\$ 6,181			
<b>By market:</b>							
Gas	\$ 3,724	\$ 273	\$ (9)	\$ 3,988			
Electric	2,011	221	(39)	2,193			
Revenues from contracts with customers	\$ 5,735	\$ 494	\$ (48)	\$ 6,181			
Revenues from contracts with customers	\$ 5,735	\$ 494	\$ (48)	\$ 6,181			
Utilities regulatory revenues	31	—	—	31			
Other revenues	—	434	5	439			
<b>Total revenues</b>	<b>\$ 5,766</b>	<b>\$ 928</b>	<b>\$ (43)</b>	<b>\$ 6,651</b>			
Six months ended June 30, 2023							
<b>By major service line:</b>							
Utilities	\$ 8,236	\$ 49	\$ (11)	\$ 8,274			
Energy-related businesses	—	547	(40)	507			
Revenues from contracts with customers	\$ 8,236	\$ 596	\$ (51)	\$ 8,781			
<b>By market:</b>							
Gas	\$ 5,883	\$ 371	\$ (10)	\$ 6,244			
Electric	2,353	225	(41)	2,537			
Revenues from contracts with customers	\$ 8,236	\$ 596	\$ (51)	\$ 8,781			
Revenues from contracts with customers	\$ 8,236	\$ 596	\$ (51)	\$ 8,781			
Utilities regulatory revenues	(121)	—	—	(121)			
Other revenues	—	1,260	(25)	1,235			
<b>Total revenues</b>	<b>\$ 8,115</b>	<b>\$ 1,856</b>	<b>\$ (76)</b>	<b>\$ 9,895</b>			

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## DISAGGREGATED REVENUES

*(Dollars in millions)*

	SDG&E			SoCalGas		
	Three months ended June 30,					
	2024	2023	2024	2023		
<b>By major service line:</b>						
Revenues from contracts with customers – Utilities	\$ 1,047	\$ 1,400	\$ 1,246	\$ 1,291		
<b>By market:</b>						
Gas	\$ 161	\$ 252	\$ 1,246	\$ 1,291		
Electric	886	1,148	—	—		
Revenues from contracts with customers	\$ 1,047	\$ 1,400	\$ 1,246	\$ 1,291		
Revenues from contracts with customers	\$ 1,047	\$ 1,400	\$ 1,246	\$ 1,291		
Utilities regulatory revenues	308	(138)	63	176		
Total revenues	\$ 1,355	\$ 1,262	\$ 1,309	\$ 1,467		

## REVENUES FROM CONTRACTS WITH CUSTOMERS

### ***Remaining Performance Obligations***

For contracts greater than one year, at June 30, 2024, we expect to recognize revenue related to the fixed fee component of the consideration as shown below. Sempra's remaining performance obligations primarily relate to capacity agreements for natural gas storage and transportation at Sempra Infrastructure and transmission line projects at SDG&E. SoCalGas did not have any remaining performance obligations for contracts greater than one year at June 30, 2024.

#### **REMAINING PERFORMANCE OBLIGATIONS<sup>(1)</sup>**

*(Dollars in millions)*

	Sempra	SDG&E
2024 (excluding first six months of 2024)	\$ 169	\$ 1
2025	320	4
2026	319	4
2027	319	4
2028	252	4
Thereafter	2,304	56
<b>Total revenues to be recognized</b>	<b>\$ 3,683</b>	<b>\$ 73</b>

(1) Excludes intercompany transactions.

### **Contract Liabilities from Revenues from Contracts with Customers**

Activities within Sempra's and SDG&E's contract liabilities are presented below. There were no contract liabilities at SoCalGas in the six months ended June 30, 2024 or 2023. Sempra Infrastructure recorded a contract liability for funds held as collateral in lieu of a customer's letters of credit primarily associated with its LNG storage and regasification agreement.

<b>CONTRACT LIABILITIES</b> (Dollars in millions)		2024	2023
<b>Sempra:</b>			
Contract liabilities at January 1		\$ (198)	\$ (252)
Revenue from performance obligations satisfied during reporting period		3	5
Payments received in advance		(3)	(2)
Contract liabilities at June 30 <sup>(1)</sup>		\$ (198)	\$ (249)
<b>SDG&amp;E:</b>			
Contract liabilities at January 1		\$ (75)	\$ (79)
Revenue from performance obligations satisfied during reporting period		2	2
Contract liabilities at June 30 <sup>(2)</sup>		\$ (73)	\$ (77)

<sup>(1)</sup> Balances at June 30, 2024 include \$ 5 in Other Current Liabilities and \$ 193 in Deferred Credits and Other.

<sup>(2)</sup> Balances at June 30, 2024 include \$ 3 in Other Current Liabilities and \$ 70 in Deferred Credits and Other.

### **Receivables from Revenues from Contracts with Customers**

The table below shows receivable balances, net of allowances for credit losses, associated with revenues from contracts with customers on the Condensed Consolidated Balance Sheets.

<b>RECEIVABLES FROM REVENUES FROM CONTRACTS WITH CUSTOMERS</b> (Dollars in millions)		June 30, 2024	December 31, 2023
<b>Sempra:</b>			
Accounts receivable – trade, net <sup>(1)</sup>		\$ 1,371	\$ 1,951
Accounts receivable – other, net		23	15
Due from unconsolidated affiliates – current <sup>(2)</sup>		6	4
Other long-term assets <sup>(3)</sup>		20	—
<b>Total</b>		\$ 1,420	\$ 1,970
<b>SDG&amp;E:</b>			
Accounts receivable – trade, net <sup>(1)</sup>		\$ 684	\$ 870
Accounts receivable – other, net		19	13
Due from unconsolidated affiliates – current <sup>(2)</sup>		8	6
Other long-term assets <sup>(3)</sup>		7	—
<b>Total</b>		\$ 718	\$ 889
<b>SoCalGas:</b>			
Accounts receivable – trade, net		\$ 583	\$ 985
Accounts receivable – other, net		4	2
Other long-term assets <sup>(3)</sup>		13	—
<b>Total</b>		\$ 600	\$ 987

<sup>(1)</sup> At June 30, 2024 and December 31, 2023, includes \$ 135 and \$ 148, respectively, of receivables due from customers that were billed on behalf of CCAs, which are not included in revenues.

<sup>(2)</sup> Amount is presented net of amounts due to unconsolidated affiliates on the Condensed Consolidated Balance Sheets, when right of offset exists.

<sup>(3)</sup> In January 2024, the CPUC directed SDG&E and SoCalGas to offer long-term repayment plans to eligible residential customers with past-due balances until October 2026.

## NOTE 4. REGULATORY MATTERS

### REGULATORY ASSETS AND LIABILITIES

We discuss regulatory matters in Note 4 of the Notes to Consolidated Financial Statements in the Annual Report and provide updates to those discussions and information about new regulatory matters below. With the exception of regulatory balancing accounts, we generally do not earn a return on our regulatory assets until such time as a related cash expenditure has been made. Upon the occurrence of a cash expenditure associated with a regulatory asset, the related amounts are recoverable through a regulatory account mechanism for which we earn a return authorized by applicable regulators, which generally approximates the three-month commercial paper rate. The periods during which we recognize a regulatory asset while we do not earn a return vary by regulatory asset.

REGULATORY ASSETS (LIABILITIES)									
(Dollars in millions)									
	Sempra		SDG&E		SoCalGas		June 30, 2024	December 31, 2023	June 30, 2024
	June 30, 2024	December 31, 2023	June 30, 2024	December 31, 2023	June 30, 2024	December 31, 2023			
Fixed-price contracts and other derivatives	\$ 49	\$ 215	\$ 12	\$ 14	\$ 37	\$ 201			
Deferred income taxes recoverable in rates	1,401	1,142	700	626	615	430			
Pension and PBOP plan obligations	( 226 )	( 212 )	54	48	( 280 )	( 260 )			
Employee benefit costs	24	24	3	3	21	21			
Removal obligations	( 3,189 )	( 3,082 )	( 2,569 )	( 2,468 )	( 620 )	( 614 )			
Environmental costs	148	139	115	105	33	34			
Sunrise Powerlink fire mitigation	122	124	122	124	—	—			
Regulatory balancing accounts <sup>(1)(2)</sup> :									
Commodity – electric	( 39 )	( 233 )	( 39 )	( 233 )	—	—			
Commodity – gas, including transportation	( 249 )	( 259 )	31	52	( 280 )	( 311 )			
Safety and reliability	1,153	959	252	207	901	752			
Public purpose programs	( 424 )	( 273 )	( 189 )	( 144 )	( 235 )	( 129 )			
Wildfire mitigation plan	770	685	770	685	—	—			
Liability insurance premium	110	113	83	90	27	23			
Other balancing accounts	438	373	( 86 )	( 152 )	524	525			
Other regulatory (liabilities) assets, net <sup>(2)</sup>	( 106 )	( 10 )	24	49	( 128 )	( 58 )			
<b>Total</b>	<b>\$ ( 18 )</b>	<b>\$ ( 295 )</b>	<b>\$ ( 717 )</b>	<b>\$ ( 994 )</b>	<b>\$ 615</b>	<b>\$ 614</b>			

<sup>(1)</sup> At June 30, 2024 and December 31, 2023, the noncurrent portion of regulatory balancing accounts – net undercollected for Sempra was \$ 1,878 and \$ 1,913 , respectively, for SDG&E was \$ 911 and \$ 950 , respectively, and for SoCalGas was \$ 967 and \$ 963 , respectively.

<sup>(2)</sup> Includes regulatory assets earning a return authorized by applicable regulators, which generally approximates the three-month commercial paper rate.

## CPUC GRC

The CPUC uses GRCs to set revenues to allow SDG&E and SoCalGas to recover their reasonable operating costs and to provide the opportunity to realize their authorized rates of return on their investments.

In May 2022, SDG&E and SoCalGas filed their 2024 GRC applications requesting CPUC approval of test year revenue requirements for 2024 and attrition year adjustments for 2025 through 2027. SDG&E and SoCalGas requested revenue requirements for 2024 of \$ 3.0 billion and \$ 4.4 billion, respectively. SDG&E and SoCalGas proposed post-test year revenue requirement changes using various mechanisms that, if adopted, are estimated to result in annual increases of approximately 8 % to 11 % at SDG&E and approximately 6 % to 8 % at SoCalGas. Intervening parties have proposed various adjustments to SDG&E's and SoCalGas' revenue requirement requests. We expect the CPUC to issue a proposed decision in the third quarter of 2024 and a final decision by the end of this year. The CPUC has authorized SDG&E and SoCalGas to recognize the effects of the 2024 GRC final decision retroactive to January 1, 2024.

SDG&E and SoCalGas recorded CPUC-authorized base revenues in the six months ended June 30, 2024 based on 2023 levels authorized under the 2019 GRC because a final decision in the 2024 GRC remains pending. The results of the 2024 GRC may materially differ from what is contained in the GRC applications.

### 2024 GRC Track 2

In October 2023, SDG&E submitted a separate request to the CPUC in its 2024 GRC, known as a Track 2 request. This request seeks review and recovery of \$ 1.5 billion of wildfire mitigation plan costs incurred from 2019 through 2022 that were in addition to amounts authorized in the 2019 GRC. SDG&E expects to receive a proposed reasonableness review decision for Track 2 in the first quarter of 2025.

Revenues associated with the Track 2 amounts described above have been recorded in a regulatory account. In February 2024, the CPUC approved an interim cost recovery mechanism that would permit SDG&E to recover in rates \$ 194 million and \$ 96 million of this regulatory account balance in 2024 and 2025, respectively. Such recovery of SDG&E's wildfire mitigation plan regulatory account balance will be subject to refund, contingent on the reasonableness review decision for Track 2.

### 2024 GRC Track 3

SDG&E expects to submit in late 2024 an additional request to the CPUC in its 2024 GRC, known as a Track 3 request, for review and recovery of its 2023 wildfire mitigation plan costs.

## CPUC COST OF CAPITAL

The CPUC approved the following cost of capital for SDG&E and SoCalGas that became effective on January 1, 2023 and was to remain in effect through December 31, 2025, subject to the CCM. The CPUC has issued a ruling to initiate a second phase of this cost of capital proceeding to evaluate potential modifications to the CCM. We expect a proposed decision on the second phase in the second half of 2024.

### AUTHORIZED COST OF CAPITAL FOR 2023

SDG&E			SoCalGas		
Authorized weighting	Return on rate base	Weighted return on rate base <sup>(1)</sup>	Authorized weighting	Return on rate base	Weighted return on rate base
45.25 %	4.05 %	1.83 %	<b>Long-Term Debt</b>	45.60 %	4.07 %
2.75	6.22	0.17	<b>Preferred Equity</b>	2.40	6.00
52.00	9.95	5.17	<b>Common Equity</b>	52.00	9.80
<b>100.00 %</b>		<b>7.18 %</b>		<b>100.00 %</b>	<b>7.10 %</b>

<sup>(1)</sup> Total weighted return on rate base does not sum due to rounding differences.

The CCM was triggered for SDG&E and SoCalGas on September 30, 2023. In December 2023, the CPUC approved increases to SDG&E's and SoCalGas' authorized rates of return effective January 1, 2024, which are in effect through December 31, 2025, subject to the CCM. Several parties submitted two separate requests for the CPUC to review such approval, both of which were denied.

**AUTHORIZED COST OF CAPITAL FOR 2024 – 2025**

SDG&E			SoCalGas		
Authorized weighting	Return on rate base	Weighted return on rate base	Authorized weighting	Return on rate base	Weighted return on rate base
45.25 %	4.34 %	1.96 %	<b>Long-Term Debt</b>	45.60 %	4.54 %
2.75	6.22	0.17	<b>Preferred Equity</b>	2.40	6.00
52.00	10.65	5.54	<b>Common Equity</b>	52.00	10.50
<b>100.00 %</b>		<b>7.67 %</b>		<b>100.00 %</b>	<b>7.67 %</b>

**FERC RATE MATTERS**

SDG&E files separately with the FERC for its authorized ROE on FERC-regulated electric transmission operations and assets. SDG&E's currently effective TO5 settlement provides for a ROE of 10.60 %, consisting of a base ROE of 10.10 % plus an additional 50 bps for participation in the California ISO (the California ISO adder). In June 2024, SDG&E exercised its right to terminate the TO5 settlement. SDG&E expects to file with the FERC in the fourth quarter of 2024 a new rate request to be effective January 1, 2025. In May 2024, the CPUC and other parties filed a petition and complaint with the FERC seeking an order that directs SDG&E to remove the California ISO adder from its current TO5 formula rate and refund the California ISO adder retroactively from June 1, 2019. SDG&E expects further proceedings on these two matters.

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**NOTE 5. SEMPRA – INVESTMENTS IN UNCONSOLIDATED ENTITIES**

We generally account for investments under the equity method when we have significant influence over, but do not have control of, these entities. Equity earnings and losses, both before and net of income tax, are combined and presented as Equity Earnings on the Condensed Consolidated Statements of Operations. Distributions received from equity method investees are classified in the Condensed Consolidated Statements of Cash Flows as either a return on investment in operating activities or a return of investment in investing activities based on the "nature of the distribution" approach. See Note 12 for information on equity earnings and losses, both before and net of income tax, by segment. See Note 1 for information on how equity earnings and losses before income taxes are factored into the calculations of our pretax income or loss and ETR.

We provide additional information concerning our equity method investments in Note 6 of the Notes to Consolidated Financial Statements in the Annual Report.

**ONCOR HOLDINGS**

We account for our 100 % equity ownership interest in Oncor Holdings, which owns an 80.25 % interest in Oncor, as an equity method investment. Due to the ring-fencing measures, governance mechanisms and commitments in effect, we do not have the power to direct the significant activities of Oncor Holdings and Oncor. See Note 6 of the Notes to Consolidated Financial Statements in the Annual Report for additional information related to the restrictions on our ability to direct the significant activities of Oncor Holdings and Oncor.

In the six months ended June 30, 2024 and 2023, Sempra contributed \$ 385 million and \$ 178 million, respectively, to Oncor Holdings, and Oncor Holdings distributed \$ 214 million and \$ 204 million, respectively, to Sempra.

We provide summarized income statement information for Oncor Holdings in the following table.

SUMMARIZED FINANCIAL INFORMATION – ONCOR HOLDINGS		Three months ended June 30,		Six months ended June 30,	
(Dollars in millions)		2024	2023	2024	2023
Operating revenues	\$ 1,492	\$ 1,343	\$ 2,950	\$ 2,635	
Operating expenses	( 1,043 )	( 976 )	( 2,094 )	( 2,000 )	
Income from operations	449	367	856	635	
Interest expense	( 161 )	( 133 )	( 311 )	( 256 )	
Income tax expense	( 55 )	( 43 )	( 104 )	( 67 )	
Net income	248	197	471	296	
NCI held by Texas Transmission Investment LLC	( 50 )	( 40 )	( 94 )	( 60 )	
Earnings attributable to Sempra <sup>(1)</sup>	198	157	377	236	

<sup>(1)</sup> Excludes adjustments to equity earnings related to amortization of a tax sharing liability associated with a tax sharing arrangement and changes in basis differences in AOCI within the carrying value of our equity method investment.

#### CAMERON LNG JV

In the six months ended June 30, 2024 and 2023, Sempra Infrastructure contributed \$ 2 million and \$ 6 million, respectively, to Cameron LNG JV, and Cameron LNG JV distributed \$ 204 million and \$ 198 million, respectively, to Sempra Infrastructure.

#### Sempra Promissory Note for SDSRA Distribution

Cameron LNG JV's debt agreements require Cameron LNG JV to maintain the SDSRA, which is an additional reserve account beyond the Senior Debt Service Accrual Account, where funds accumulate from operations to satisfy senior debt obligations due and payable on the next payment date. Both accounts can be funded with cash or authorized investments. In June 2021, Sempra Infrastructure received a distribution of \$ 165 million based on its proportionate share of the SDSRA, for which Sempra provided a promissory note and letters of credit to secure a proportionate share of Cameron LNG JV's obligation to fund the SDSRA. Sempra's maximum exposure to loss is replenishment of the amount withdrawn by Sempra Infrastructure from the SDSRA, or \$ 165 million. We recorded a guarantee liability of \$ 22 million in June 2021, with an associated carrying value of \$ 19 million at June 30, 2024, for the fair value of the promissory note, which is being reduced over the duration of the guarantee through Sempra Infrastructure's investment in Cameron LNG JV. The guarantee will terminate upon full repayment of Cameron LNG JV's debt, scheduled to occur in 2039, or replenishment of the amount withdrawn by Sempra Infrastructure from the SDSRA.

#### Sempra Support Agreement for CFIN

In July 2020, CFIN entered into a financing arrangement with Cameron LNG JV's four project owners and received aggregate proceeds of \$ 1.5 billion from two project owners and from external lenders on behalf of the other two project owners (collectively, the affiliate loans), based on their proportionate ownership interest in Cameron LNG JV. CFIN used the proceeds from the affiliate loans to provide a loan to Cameron LNG JV. The affiliate loans mature in 2039. Principal and interest are paid from Cameron LNG JV's project cash flows from its three-train natural gas liquefaction facility. Cameron LNG JV used the proceeds from its loan to return equity to its project owners.

Sempra Infrastructure's \$ 753 million proportionate share of the affiliate loans, based on SI Partners' 50.2 % ownership interest in Cameron LNG JV, was funded by external lenders comprised of a syndicate of eight banks (the bank debt) to whom Sempra has provided a guarantee pursuant to a Support Agreement under which:

- Sempra has severally guaranteed repayment of the bank debt plus accrued and unpaid interest if CFIN fails to pay the external lenders;
- the external lenders may exercise an option to put the bank debt to Sempra Infrastructure upon the occurrence of certain events, including a failure by CFIN to meet its payment obligations under the bank debt;
- the external lenders will put some or all of the bank debt to Sempra Infrastructure on the fifth, tenth, or fifteenth anniversary date of the affiliate loans, except the portion of the debt owed to any external lender that has elected not to participate in the put option six months prior to the respective anniversary date;
- Sempra Infrastructure also has a right to call the bank debt back from, or to refinance the bank debt with, the external lenders at any time; and
- the Support Agreement will terminate upon full repayment of the bank debt, including repayment following an event in which the bank debt is put to Sempra Infrastructure.

In exchange for this guarantee, the external lenders pay a guarantee fee that is based on the credit rating of Sempra's long-term senior unsecured non-credit enhanced debt rating, which guarantee fee Sempra Infrastructure recognizes as interest income as earned. Sempra's maximum exposure to loss is the bank debt plus any accrued and unpaid interest and related fees, subject to a liability cap of 130 % of the bank debt, or \$ 979 million. We measure the Support Agreement at fair value, net of related guarantee fees, on a recurring basis (see Note 8). At June 30, 2024, the fair value of the Support Agreement was \$ 23 million, of which \$ 7 million is included in Other Current Assets and \$ 16 million is included in Other Long-Term Assets on Sempra's Condensed Consolidated Balance Sheet.

#### **TAG NORTE**

In the six months ended June 30, 2024 and 2023, TAG Norte distributed \$ 62 million and \$ 36 million, respectively, to Sempra Infrastructure.

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#### **NOTE 6. DEBT AND CREDIT FACILITIES**

The principal terms of our debt arrangements are described below and in Note 7 of the Notes to Consolidated Financial Statements in the Annual Report.

#### **SHORT-TERM DEBT**

##### ***Committed Lines of Credit***

At June 30, 2024, Sempra had an aggregate capacity of \$ 9.9 billion under seven primary committed lines of credit, which provide liquidity and support our commercial paper programs. Because our commercial paper programs are supported by some of these lines of credit, we reflect the amount of commercial paper outstanding, before reductions of any unamortized discounts, and any letters of credit outstanding as a reduction to the available unused credit capacity in the following table.

Borrower	Expiration date of facility	June 30, 2024					
		Total facility	Commercial paper outstanding	Amounts outstanding	Letters of credit outstanding	Available unused credit	
Sempra	October 2028	\$ 4,000	\$ ( 746 )	\$ —	\$ —	\$ 3,254	
SDG&E	October 2028	1,500	—	—	—	1,500	
SoCalGas	October 2028	1,200	( 106 )	—	—	1,094	
SI Partners and IEnova	September 2025	500	—	( 350 )	—	150	
SI Partners and IEnova	August 2026	1,000	—	( 25 )	—	975	
SI Partners and IEnova	August 2028	1,500	—	( 651 )	—	849	
Port Arthur LNG	March 2030	200	—	—	( 64 )	136	
Total		\$ 9,900	\$ ( 852 )	\$ ( 1,026 )	\$ ( 64 )	\$ 7,958	

Sempra, SDG&E and SoCalGas each must maintain a ratio of indebtedness to total capitalization (as defined in each of the applicable credit facilities) of no more than 65 % at the end of each quarter. At June 30, 2024, each Registrant was in compliance with this ratio under its respective credit facility.

The three lines of credit that are shared by SI Partners and IEnova require that SI Partners maintain a ratio of consolidated adjusted net indebtedness to consolidated earnings before interest, taxes, depreciation and amortization (as defined in each credit facility) of no more than 5.25 to 1.00 at the end of each quarter. At June 30, 2024, SI Partners was in compliance with this ratio.

**Uncommitted Line of Credit**

ECA LNG Phase 1 has an uncommitted line of credit, which is generally used for working capital requirements, with an aggregate capacity of \$ 200 million of which \$ 26 million was outstanding at June 30, 2024. The amounts outstanding are before reductions of any unamortized discounts. Borrowings can be in U.S. dollars or Mexican pesos. At June 30, 2024, outstanding amounts were borrowed in Mexican pesos and bear interest at a variable rate based on the 28-day Interbank Equilibrium Interest Rate plus 105 bps. Borrowings made in U.S. dollars bear interest at a variable rate based on the one-month or three-month SOFR plus 115 bps. The uncommitted line of credit expires on August 12, 2024.

**Uncommitted Letters of Credit**

Outside of our domestic and foreign credit facilities, we have bilateral unsecured standby letter of credit capacity with select lenders that is uncommitted and supported by reimbursement agreements. At June 30, 2024, we had \$ 499 million in standby letters of credit outstanding under these agreements.

**UNCOMMITTED LETTERS OF CREDIT OUTSTANDING***(Dollars in millions)*

	Expiration date range	June 30, 2024
SDG&E	November 2024 - June 2025	\$ 26
SoCalGas	October 2024 - June 2025	20
Other Sempra	July 2024 - November 2025	453
Total Sempra		\$ 499

**Term Loan**

In May 2024, SoCalGas entered into a \$ 500 million, 364 -day term loan facility with a maturity date of May 22, 2025. Upon execution, SoCalGas borrowed \$ 300 million, net of negligible debt issuance costs, under the term loan facility and is able to borrow up to an additional \$ 200 million by August 23, 2024. SoCalGas may request an increase in the term loan facility of up to \$ 500 million prior to the maturity date, subject to lender approval. The outstanding borrowings bear interest at a per annum rate equal to term SOFR, plus 80 bps and a credit adjustment spread of 10 bps. SoCalGas used the proceeds to repay commercial paper and for other general corporate purposes. At June 30, 2024, the term loan is included in Short-Term Debt on SoCalGas' Condensed Consolidated Balance Sheet.

**Weighted-Average Interest Rates**

The weighted-average interest rates on all short-term debt were as follows:

**WEIGHTED-AVERAGE INTEREST RATES**

	June 30, 2024	December 31, 2023
Sempra	6.07 %	5.96 %
SoCalGas	6.02	5.44

**LONG-TERM DEBT****SDG&E**

In March 2024, SDG&E issued \$ 600 million aggregate principal amount of 5.55 % first mortgage bonds due in full upon maturity on April 15, 2054 and received proceeds of \$ 587 million (net of debt discount, underwriting discounts and debt issuance costs of \$ 13 million). The first mortgage bonds are redeemable prior to maturity, subject to their terms, and in certain circumstances subject to make-whole provisions. SDG&E used the net proceeds to repay commercial paper and for other general corporate purposes.

**SoCalGas**

In March 2024, SoCalGas issued \$ 500 million aggregate principal amount of 5.6 % first mortgage bonds due in full upon maturity on April 1, 2054 and received proceeds of \$ 491 million (net of debt discount, underwriting discounts and debt issuance costs of \$ 9 million). The first mortgage bonds are redeemable prior to maturity, subject to their terms, and in certain circumstances subject to make-whole provisions. SoCalGas used the net proceeds to repay outstanding indebtedness and for other general corporate purposes.

## **Sempra**

In March 2024 and May 2024, Sempra issued \$ 600 million and \$ 500 million, respectively, of 6.875 % fixed-to-fixed reset rate junior subordinated notes maturing on October 1, 2054. Interest on the notes accrues from and including March 14, 2024 and is payable semi-annually in arrears on April 1 and October 1 of each year, beginning on October 1, 2024. The notes bear interest (i) from and including March 14, 2024 to, but excluding, October 1, 2029 at the rate of 6.875 % per annum and (ii) from and including October 1, 2029, during each subsequent five-year period beginning on October 1 of every fifth year, at a rate per annum equal to the Five-year U.S. Treasury Rate (as defined in the notes) as of the day falling two business days before the first day of such five-year period plus a spread of 2.789 %, to be reset on October 1 of every fifth year beginning in 2029. In March 2024, we received proceeds of \$ 593 million (net of debt discount, underwriting discounts and debt issuance costs of \$ 7 million). In May 2024, we received proceeds of \$ 489 million (net of debt discount, underwriting discounts and debt issuance costs of \$ 11 million, but excluding \$ 7 million paid to us in respect of accrued interest from and including March 14, 2024 to, but excluding, May 31, 2024). We used the proceeds from the offerings for general corporate purposes, including repayment of commercial paper and other indebtedness. We may redeem some or all of the notes before their maturity, as follows:

- in whole or in part, (i) on any day in the period commencing on the date falling 90 days prior to October 1, 2029 and ending on and including October 1, 2029 and (ii) after October 1, 2029, on any interest payment date, at a redemption price in cash equal to 100 % of the principal amount of the notes being redeemed, plus, subject to the terms of the notes, accrued and unpaid interest on the notes to be redeemed to, but excluding, the redemption date;
- in whole but not in part, at any time following the occurrence and during the continuance of a tax event (as defined in the notes) at a redemption price in cash equal to 100 % of the principal amount of the notes, plus, subject to the terms of the notes, accrued and unpaid interest on the notes to, but excluding, the redemption date; and
- in whole but not in part, at any time following the occurrence and during the continuance of a rating agency event (as defined in the notes) at a redemption price in cash equal to 102 % of the principal amount of the notes, plus, subject to the terms of the notes, accrued and unpaid interest on the notes to, but excluding, the redemption date.

The notes are unsecured obligations and rank junior and subordinate in right of payment to our existing and future senior indebtedness. The notes rank equally in right of payment with our existing 4.125 % fixed-to-fixed reset rate junior subordinated notes due 2052 and 5.75 % junior subordinated notes due 2079 and with any future unsecured indebtedness that we may incur if the terms of such indebtedness provide that it ranks equally with the notes in right of payment. The notes are effectively subordinated in right of payment to any secured indebtedness we have incurred or may incur (to the extent of the value of the collateral securing such secured indebtedness) and to all existing and future indebtedness and other liabilities and any preferred equity of our subsidiaries.

## **Other Sempra**

### **ECA LNG Phase 1**

ECA LNG Phase 1 has a five-year loan agreement with a syndicate of seven external lenders that matures on December 9, 2025 for an aggregate principal amount of up to \$ 1.3 billion. IEnova and TotalEnergies SE have provided guarantees for repayment of the loans plus accrued and unpaid interest of 83.4 % and 16.6 %, respectively. At June 30, 2024 and December 31, 2023, \$ 994 million and \$ 832 million, respectively, of borrowings from external lenders were outstanding under the loan agreement, with a weighted-average interest rate of 8.29 % and 8.31 %, respectively.

### **Port Arthur LNG**

Port Arthur LNG has a seven-year term loan facility agreement with a syndicate of lenders that matures on March 20, 2030 for an aggregate principal amount of approximately \$ 6.8 billion. At June 30, 2024 and December 31, 2023, \$ 289 million and \$ 258 million, respectively, of borrowings were outstanding under the loan agreement, with an all-in weighted-average interest rate of 5.33 % and 5.81 %, respectively.

## NOTE 7. DERIVATIVE FINANCIAL INSTRUMENTS

We use derivative instruments primarily to manage exposures arising in the normal course of business. Our principal exposures are commodity market risk, benchmark interest rate risk and foreign exchange rate exposures. Our use of derivatives for these risks is integrated into the economic management of our anticipated revenues, anticipated expenses, assets and liabilities. Derivatives may be effective in mitigating these risks (1) that could lead to declines in anticipated revenues or increases in anticipated expenses, or (2) that could cause our asset values to fall or our liabilities to increase. Accordingly, our derivative activity summarized below generally represents an impact that is intended to offset associated revenues, expenses, assets or liabilities that are not included in the tables below.

In certain cases, we apply the normal purchase or sale exception to contracts that otherwise would have been accounted for as derivative instruments and have other commodity contracts that are not derivatives. These contracts are not recorded at fair value and are therefore excluded from the disclosures below.

In all other cases, we record derivatives at fair value on the Condensed Consolidated Balance Sheets. We may have derivatives that are (1) cash flow hedges, (2) fair value hedges, or (3) undesignated. Depending on the applicability of hedge accounting and, for SDG&E and SoCalGas and other operations subject to regulatory accounting, the requirement to pass impacts through to customers, the impact of derivative instruments may be offset in OCI (cash flow hedges), on the balance sheet (regulatory offsets), or recognized in earnings (fair value hedges and undesignated derivatives not subject to rate recovery). We classify cash flows from the principal settlements of cross-currency swaps that hedge exposure related to Mexican peso-denominated debt and amounts related to terminations or early settlements of interest rate swaps as financing activities and settlements of other derivative instruments as operating activities on the Condensed Consolidated Statements of Cash Flows.

### HEDGE ACCOUNTING

We may designate a derivative as a cash flow hedging instrument if it effectively converts anticipated cash flows associated with revenues or expenses to a fixed dollar amount. We may utilize cash flow hedge accounting for derivative commodity instruments, foreign currency instruments and interest rate instruments. Designating cash flow hedges is dependent on the business context in which the instrument is being used, the effectiveness of the instrument in offsetting the risk of variability of future cash flows of a given revenue or expense item, and other criteria.

### ENERGY DERIVATIVES

Our market risk is primarily related to natural gas and electricity price volatility and the specific physical locations where we transact. We use energy derivatives to manage these risks. The use of energy derivatives in our various businesses depends on the particular energy market, and the operating and regulatory environments applicable to the business, as follows:

- SDG&E and SoCalGas use natural gas derivatives and SDG&E uses electricity derivatives, for the benefit of customers, with the objective of managing price risk and basis risk, and stabilizing and lowering natural gas and electricity costs. These derivatives include fixed-price natural gas and electricity positions, options, and basis risk instruments, which are either exchange-traded or over-the-counter financial instruments, or bilateral physical transactions. This activity is governed by risk management and transacting activity plans limited by company policy. SDG&E's risk management and transacting activity plans for electricity derivatives are also required to be filed with, and have been approved by, the CPUC. SoCalGas is also subject to certain regulatory requirements and thresholds related to natural gas procurement under the GCIM. Natural gas and electricity derivative activities are recorded as commodity costs that are offset by regulatory account balances and are recovered in rates. Net commodity cost impacts on the Condensed Consolidated Statements of Operations are reflected in Cost of Natural Gas or in Cost of Electric Fuel and Purchased Power.
- SDG&E is allocated and may purchase CRRs, which serve to reduce the regional electricity price volatility risk that may result from local transmission capacity constraints. Unrealized gains and losses do not impact earnings, as they are offset by regulatory account balances. Realized gains and losses associated with CRRs, which are recoverable in rates, are recorded in Cost of Electric Fuel and Purchased Power on the Condensed Consolidated Statements of Operations.
- Sempra Infrastructure may use natural gas and electricity derivatives, as appropriate, in an effort to optimize the earnings of its assets which support the following businesses: LNG, natural gas pipelines and storage, and power generation. Gains and losses associated with undesignated derivatives are recognized in Energy-Related Businesses Revenues on the Condensed Consolidated Statements of Operations.
- From time to time, our various businesses, including SDG&E and SoCalGas, may use other derivatives to hedge exposures such as GHG allowances.

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The following table summarizes net energy derivative volumes.

NET ENERGY DERIVATIVE VOLUMES (Quantities in millions)		Unit of measure	June 30, 2024	December 31, 2023
Commodity				
<b>Sempra:</b>				
Natural gas	MMBtu	491	361	
Electricity	MWh	—	1	
Congestion revenue rights	MWh	33	36	
<b>SDG&amp;E:</b>				
Natural gas	MMBtu	21	17	
Congestion revenue rights	MWh	33	36	
<b>SoCalGas:</b>				
Natural gas	MMBtu	412	268	

#### INTEREST RATE DERIVATIVES

We are exposed to interest rates primarily as a result of our current and expected use of financing. SDG&E and SoCalGas, as well as Sempra and its other subsidiaries and JVs, periodically enter into interest rate derivative agreements intended to moderate our exposure to interest rates and to lower our overall costs of borrowing. In addition, we may utilize interest rate swaps, typically designated as cash flow hedges, to lock in interest rates on outstanding debt or in anticipation of future financings.

The following table presents the net notional amounts of our interest rate derivatives, excluding those in our equity method investments.

INTEREST RATE DERIVATIVES (Dollars in millions)		June 30, 2024		December 31, 2023	
		Notional debt	Maturities	Notional debt	Maturities
<b>Sempra:</b>					
Cash flow hedges <sup>(1)</sup>	\$ 4,448	2024-2048	\$ 4,451	2024-2048	

<sup>(1)</sup> At June 30, 2024 and December 31, 2023, cash flow hedges accrued interest based on a notional amount of \$ 881 and \$ 488 , respectively.

#### FOREIGN CURRENCY DERIVATIVES

We may utilize cross-currency swaps to hedge exposure related to Mexican peso-denominated debt at our Mexican subsidiaries and JVs. These cash flow hedges exchange our Mexican peso-denominated principal and interest payments into the U.S. dollar and swap Mexican fixed interest rates for U.S. fixed interest rates. From time to time, Sempra Infrastructure and its JVs may use other foreign currency derivatives to hedge exposures related to cash flows associated with revenues from contracts denominated in Mexican pesos that are indexed to the U.S. dollar.

In May 2024, Oncor entered into cross-currency swaps designated as fair value hedges intended to offset foreign currency exchange rate risk related to its Euro-denominated debt.

We are also exposed to exchange rate movements at our Mexican subsidiaries and JVs, which have U.S. dollar-denominated cash balances, receivables, payables and debt (monetary assets and liabilities) that give rise to Mexican currency exchange rate movements for Mexican income tax purposes. They also have deferred income tax assets and liabilities denominated in the Mexican peso, which must be translated to U.S. dollars for financial reporting purposes. In addition, monetary assets and liabilities and certain nonmonetary assets and liabilities are adjusted for Mexican inflation for Mexican income tax purposes. We may utilize foreign currency derivatives as a means to manage the risk of exposure to significant fluctuations in our income tax expense and equity earnings from these impacts; however, we generally do not hedge our deferred income tax assets and liabilities or for inflation.

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The following table presents the net notional amounts of our foreign currency derivatives, excluding those in our equity method investments.

FOREIGN CURRENCY DERIVATIVES (Dollars in millions)		June 30, 2024		December 31, 2023	
		Notional amount	Maturities	Notional amount	Maturities
<b>Sempra:</b>					
Foreign currency derivatives		\$ 104	2024-2025	\$ 176	2024-2025

## FINANCIAL STATEMENT PRESENTATION

The Condensed Consolidated Balance Sheets reflect the offsetting of net derivative positions and cash collateral with the same counterparty when a legal right of offset exists. The following tables provide the fair values of derivative instruments on the Condensed Consolidated Balance Sheets, including the amount of cash collateral receivables that were not offset because the cash collateral was in excess of liability positions.

### DERIVATIVE INSTRUMENTS ON THE CONDENSED CONSOLIDATED BALANCE SHEETS

(Dollars in millions)

	June 30, 2024				
	Current assets:				
	Fixed-price contracts		Other long-term assets	Other current liabilities	Deferred credits and other
	and other derivatives <sup>(1)</sup>	assets	liabilities	other	
<b>Sempra:</b>					
Derivatives designated as hedging instruments:					
Interest rate instruments	\$ 31	\$ 253	\$ —	\$ —	\$ —
Foreign exchange instruments	3	—	—	—	—
Derivatives not designated as hedging instruments:					
Commodity contracts not subject to rate recovery	102	29	(103)	(32)	
Associated offsetting commodity contracts	(99)	(29)	99	29	
Commodity contracts subject to rate recovery	9	11	(50)	(16)	
Associated offsetting commodity contracts	(6)	(7)	6	7	
Associated offsetting cash collateral	—	—	11	—	
Net amounts presented on the balance sheet	40	257	(37)	(12)	
Additional cash collateral for commodity contracts not subject to rate recovery	67	—	—	—	
Additional cash collateral for commodity contracts subject to rate recovery	22	—	—	—	
<b>Total<sup>(2)</sup></b>	<b>\$ 129</b>	<b>\$ 257</b>	<b>\$ (37)</b>	<b>\$ (12)</b>	
<b>SDG&amp;E:</b>					
Derivatives not designated as hedging instruments:					
Commodity contracts subject to rate recovery	\$ 7	\$ 11	\$ (20)	\$ (7)	
Associated offsetting commodity contracts	(4)	(7)	4	7	
Associated offsetting cash collateral	—	—	11	—	
Net amounts presented on the balance sheet	3	4	(5)	—	
Additional cash collateral for commodity contracts subject to rate recovery	21	—	—	—	
<b>Total<sup>(2)</sup></b>	<b>\$ 24</b>	<b>\$ 4</b>	<b>\$ (5)</b>	<b>\$ —</b>	
<b>SoCalGas:</b>					
Derivatives not designated as hedging instruments:					
Commodity contracts subject to rate recovery	\$ 2	\$ —	\$ (30)	\$ (9)	
Associated offsetting commodity contracts	(2)	—	2	—	
Net amounts presented on the balance sheet	—	—	(28)	(9)	
Additional cash collateral for commodity contracts subject to rate recovery	1	—	—	—	
<b>Total</b>	<b>\$ 1</b>	<b>\$ —</b>	<b>\$ (28)</b>	<b>\$ (9)</b>	

<sup>(1)</sup> Included in Other Current Assets for SDG&E and SoCalGas.

<sup>(2)</sup> Normal purchase contracts previously measured at fair value are excluded.

**DERIVATIVE INSTRUMENTS ON THE CONDENSED CONSOLIDATED BALANCE SHEETS (CONTINUED)**

(Dollars in millions)

December 31, 2023

	Current assets:			
	Fixed-price contracts			
	and other derivatives <sup>(1)</sup>	Other long-term assets	Other current liabilities	Deferred credits and other
<b>Sempra:</b>				
Derivatives designated as hedging instruments:				
Interest rate instruments	\$ 17	\$ 70	\$ —	\$ —
Foreign exchange instruments	—	—	(9)	—
Derivatives not designated as hedging instruments:				
Commodity contracts not subject to rate recovery	173	52	(170)	(56)
Associated offsetting commodity contracts	(169)	(51)	169	51
Commodity contracts subject to rate recovery	10	8	(228)	(9)
Associated offsetting commodity contracts	(5)	(2)	5	2
Associated offsetting cash collateral	—	—	12	7
Net amounts presented on the balance sheet	26	77	(221)	(5)
Additional cash collateral for commodity contracts not subject to rate recovery	74	—	—	—
Additional cash collateral for commodity contracts subject to rate recovery	22	—	—	—
<b>Total<sup>(2)</sup></b>	<b>\$ 122</b>	<b>\$ 77</b>	<b>\$ (221)</b>	<b>\$ (5)</b>
<b>SDG&amp;E:</b>				
Derivatives not designated as hedging instruments:				
Commodity contracts subject to rate recovery	\$ 9	\$ 8	\$ (18)	\$ (9)
Associated offsetting commodity contracts	(5)	(2)	5	2
Associated offsetting cash collateral	—	—	12	7
Net amounts presented on the balance sheet	4	6	(1)	—
Additional cash collateral for commodity contracts subject to rate recovery	21	—	—	—
<b>Total<sup>(2)</sup></b>	<b>\$ 25</b>	<b>\$ 6</b>	<b>\$ (1)</b>	<b>\$ —</b>
<b>SoCalGas:</b>				
Derivatives not designated as hedging instruments:				
Commodity contracts subject to rate recovery	\$ 1	\$ —	\$ (210)	\$ —
Net amounts presented on the balance sheet	1	—	(210)	—
Additional cash collateral for commodity contracts subject to rate recovery	1	—	—	—
<b>Total</b>	<b>\$ 2</b>	<b>\$ —</b>	<b>\$ (210)</b>	<b>\$ —</b>

<sup>(1)</sup> Included in Other Current Assets for SDG&E and SoCalGas.

<sup>(2)</sup> Normal purchase contracts previously measured at fair value are excluded.

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The following table includes the effects of derivative instruments designated as hedges on the Condensed Consolidated Statements of Operations and in OCI and AOCI.

HEDGE IMPACTS						
(Dollars in millions)						
			Pretax gain (loss) recognized in OCI	Pretax gain (loss) reclassified from AOCI into earnings		
Three months ended June 30,				Three months ended June 30,		
2024		2023	Location	2024	2023	
<b>Sempra:</b>						
Cash flow hedges:						
Interest rate instruments	\$ 66	\$ 94	Interest Expense	\$ 3	\$ —	—
Interest rate instruments	( 3 )	41	Equity Earnings <sup>(1)</sup>	10	14	
Foreign exchange instruments	11	( 2 )	Revenues: Energy-Related Businesses	2	—	
			Other Income, Net	1	( 1 )	
Foreign exchange instruments	10	( 1 )	Equity Earnings <sup>(1)</sup>	2	( 1 )	
Interest rate and foreign exchange instruments	—	—	Interest Expense	—	1	
Fair value hedges:						
Foreign exchange instruments	( 7 )	—	Equity Earnings <sup>(1)</sup>	—	—	
<b>Total</b>	<b>\$ 77</b>	<b>\$ 132</b>		<b>\$ 18</b>	<b>\$ 13</b>	
<b>SoCalGas:</b>						
Cash flow hedges:						
Interest rate instruments	\$ —	\$ —	Interest Expense	\$ ( 1 )	\$ ( 1 )	
	Six months ended June 30,			Six months ended June 30,		
	2024	2023	Location	2024	2023	
<b>Sempra:</b>						
Cash flow hedges:						
Interest rate instruments	\$ 208	\$ 17	Interest Expense	\$ 6	\$ —	—
Interest rate instruments	25	24	Equity Earnings <sup>(1)</sup>	15	21	
Foreign exchange instruments	12	( 8 )	Revenues: Energy-Related Businesses	5	—	
			Other Income, Net	1	( 2 )	
Foreign exchange instruments	10	( 6 )	Equity Earnings <sup>(1)</sup>	4	( 2 )	
Interest rate and foreign exchange instruments	—	7	Interest Expense	—	1	
			Other Income, Net	—	6	
Fair value hedges:						
Foreign exchange instruments	( 7 )	—	Equity Earnings <sup>(1)</sup>	—	—	
<b>Total</b>	<b>\$ 248</b>	<b>\$ 34</b>		<b>\$ 31</b>	<b>\$ 24</b>	
<b>SoCalGas:</b>						
Cash flow hedges:						
Interest rate instruments	\$ —	\$ —	Interest Expense	\$ ( 1 )	\$ ( 1 )	

<sup>(1)</sup> *Equity earnings at Oncor Holdings and our foreign equity method investees are recognized after tax.*

For Sempra, we expect that net gains before NCI of \$ 43 million, which are net of income tax expense, that are currently recorded in AOCI (with net gains of \$ 15 million attributable to NCI) related to cash flow hedges will be reclassified into earnings during the next 12 months as the hedged items affect earnings. SoCalGas expects that \$ 1 million of losses, net of income tax benefit, that are currently recorded in AOCI related to cash flow hedges will be reclassified into earnings during the next 12 months as the hedged items affect earnings. Actual amounts ultimately reclassified into earnings depend on the interest rates in effect when derivative contracts mature.

For all forecasted transactions, the maximum remaining term over which we are hedging exposure to the variability of cash flows at June 30, 2024 is approximately 24 years for Sempra. The maximum remaining term for which we are hedging exposure to the variability of cash flows at our equity method investees is 15 years.



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The following table summarizes the effects of derivative instruments not designated as hedging instruments on the Condensed Consolidated Statements of Operations.

UNDESIGNATED DERIVATIVE IMPACTS		Pretax gain (loss) on derivatives recognized in earnings			
		Three months ended June 30,		Six months ended June 30,	
Location		2024	2023	2024	2023
<b>Sempra:</b>					
Commodity contracts not subject to rate recovery	Revenues: Energy-Related Businesses	\$ 41	\$ 253	\$ 120	\$ 702
Commodity contracts subject to rate recovery	Cost of Natural Gas	( 21 )	( 20 )	( 27 )	( 47 )
Commodity contracts subject to rate recovery	Cost of Electric Fuel and Purchased Power	4	( 27 )	( 19 )	( 18 )
Interest rate instrument	Interest Expense	—	—	—	( 47 )
<b>Total</b>		<b>\$ 24</b>	<b>\$ 206</b>	<b>\$ 74</b>	<b>\$ 590</b>
<b>SDG&amp;E:</b>					
Commodity contracts subject to rate recovery	Cost of Electric Fuel and Purchased Power	\$ 4	\$ ( 27 )	\$ ( 19 )	\$ ( 18 )
<b>SoCalGas:</b>					
Commodity contracts subject to rate recovery	Cost of Natural Gas	\$ ( 21 )	\$ ( 20 )	\$ ( 27 )	\$ ( 47 )

**CREDIT RISK RELATED CONTINGENT FEATURES**

For Sempra, SDG&E and SoCalGas, certain of our derivative instruments contain credit limits which vary depending on our credit ratings. Generally, these provisions, if applicable, may reduce our credit limit if a specified credit rating agency reduces our ratings. In certain cases, if our credit ratings were to fall below investment grade, the counterparty to these derivative liability instruments could request immediate payment or demand immediate and ongoing full collateralization.

For Sempra, the total fair value of this group of derivative instruments in a liability position at June 30, 2024 and December 31, 2023 was \$ 44 million and \$ 215 million, respectively. For SoCalGas, the total fair value of this group of derivative instruments in a liability position at June 30, 2024 and December 31, 2023 was \$ 37 million and \$ 210 million, respectively. SDG&E did not have this group of derivative instruments in a liability position at June 30, 2024 or December 31, 2023. At June 30, 2024, if the credit ratings of Sempra or SoCalGas were reduced below investment grade, \$ 44 million and \$ 37 million, respectively, of additional assets could be required to be posted as collateral for these derivative contracts.

For Sempra, SDG&E and SoCalGas, some of our derivative contracts contain a provision that would permit the counterparty, in certain circumstances, to request adequate assurance of our performance under the contracts. Such additional assurance, if needed, is not material and is not included in the amounts above.

## NOTE 8. FAIR VALUE MEASUREMENTS

We discuss the valuation techniques and inputs we use to measure fair value and the definition of the three levels of the fair value hierarchy in Note 1 of the Notes to Consolidated Financial Statements in the Annual Report.

### RECURRING FAIR VALUE MEASURES

The tables below set forth our financial assets and liabilities, by level within the fair value hierarchy, that were accounted for at fair value on a recurring basis at June 30, 2024 and December 31, 2023. We classify financial assets and liabilities in their entirety based on the lowest level of input that is significant to the fair value measurement. Our assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the valuation of fair-valued assets and liabilities and their placement within the fair value hierarchy. We have not changed the valuation techniques or types of inputs we use to measure recurring fair value since December 31, 2023.

The fair value of commodity derivative assets and liabilities is presented in accordance with our netting policy, as we discuss in Note 7 under “Financial Statement Presentation.”

The determination of fair values, shown in the tables below, incorporates various factors, including but not limited to, the credit standing of the counterparties involved and the impact of credit enhancements (such as cash deposits, letters of credit and priority interests).

Our financial assets and liabilities that were accounted for at fair value on a recurring basis in the tables below include the following:

- Nuclear decommissioning trusts reflect the assets of SDG&E’s NDT, excluding accounts receivable and accounts payable. A third-party trustee values the trust assets using prices from a pricing service based on a market approach. We validate these prices by comparison to prices from other independent data sources. Securities are valued using quoted prices listed on nationally recognized securities exchanges or based on closing prices reported in the active market in which the identical security is traded (Level 1). Other securities are valued based on yields that are currently available for comparable securities of issuers with similar credit ratings (Level 2).
- For commodity contracts, interest rate instruments and foreign exchange instruments, we primarily use a market or income approach with market participant assumptions to value these derivatives. Market participant assumptions include those about risk, and the risk inherent in the inputs to the valuation techniques. These inputs can be readily observable, market corroborated, or generally unobservable. We have exchange-traded derivatives that are valued based on quoted prices in active markets for the identical instruments (Level 1). We also may have other commodity derivatives that are valued using industry standard models that consider quoted forward prices for commodities, time value, current market and contractual prices for the underlying instruments, volatility factors, and other relevant economic measures (Level 2). Level 3 recurring items relate to CRRs at SDG&E, as we discuss below in “Level 3 Information – SDG&E.”
- Rabbi Trust investments include short-term investments that consist of money market and mutual funds that we value using a market approach based on closing prices reported in the active market in which the identical security is traded (Level 1).
- As we discuss in Note 5, in July 2020, Sempra entered into a Support Agreement for the benefit of CFIN. We measure the Support Agreement, which includes a guarantee obligation, a put option and a call option, net of related guarantee fees, at fair value on a recurring basis. We use a discounted cash flow model to value the Support Agreement, net of related guarantee fees. Because some of the inputs that are significant to the valuation are less observable, the Support Agreement is classified as Level 3, as we describe below in “Level 3 Information – Other Sempra.”

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**RECURRING FAIR VALUE MEASURES**

(Dollars in millions)

	Level 1	Level 2	Level 3	Netting <sup>(1)</sup>	Total
Fair value at June 30, 2024					
<b>Sempra:</b>					
Assets:					
Nuclear decommissioning trusts:					
Short-term investments, primarily cash equivalents	\$ 20	\$ 3	\$ —	\$ 23	
Equity securities	318	3	—		321
Debt securities:					
Debt securities issued by the U.S. Treasury and other U.S. government corporations and agencies	38	23	—		61
Municipal bonds	—	273	—		273
Other securities	—	227	—		227
Total debt securities	38	523	—		561
Total nuclear decommissioning trusts <sup>(2)</sup>	376	529	—		905
Short-term investments held in Rabbi Trust	47	—	—		47
Support Agreement, net of related guarantee fees	—	—	23		23
Interest rate instruments	—	284	—	\$ —	284
Foreign exchange instruments	—	3	—	—	3
Commodity contracts not subject to rate recovery	—	131	—	( 61 )	70
Commodity contracts subject to rate recovery	12	2	6	9	29
Total	\$ 435	\$ 949	\$ 29	\$ ( 52 )	\$ 1,361
Liabilities:					
Commodity contracts not subject to rate recovery	\$ —	\$ 135	\$ —	\$ ( 128 )	\$ 7
Commodity contracts subject to rate recovery	21	45	—	( 24 )	42
Total	\$ 21	\$ 180	\$ —	\$ ( 152 )	\$ 49
Fair value at December 31, 2023					
<b>Sempra:</b>					
Assets:					
Nuclear decommissioning trusts:					
Short-term investments, primarily cash equivalents	\$ 19	\$ 2	\$ —	\$ 21	
Equity securities	308	4	—		312
Debt securities:					
Debt securities issued by the U.S. Treasury and other U.S. government corporations and agencies	34	17	—		51
Municipal bonds	—	275	—		275
Other securities	—	220	—		220
Total debt securities	34	512	—		546
Total nuclear decommissioning trusts <sup>(2)</sup>	361	518	—		879
Short-term investments held in Rabbi Trust	67	—	—		67
Support Agreement, net of related guarantee fees	—	—	23		23
Interest rate instruments	—	87	—	\$ —	87
Commodity contracts not subject to rate recovery	—	5	—	74	79
Commodity contracts subject to rate recovery	—	1	10	22	33
Total	\$ 428	\$ 611	\$ 33	\$ 96	\$ 1,168
Liabilities:					
Foreign exchange instruments	\$ —	\$ 9	\$ —	\$ —	9
Commodity contracts not subject to rate recovery	—	6	—	—	6
Commodity contracts subject to rate recovery	20	210	—	( 19 )	211
Total	\$ 20	\$ 225	\$ —	\$ ( 19 )	\$ 226

<sup>(1)</sup> Includes the effect of the contractual ability to settle contracts under master netting agreements and with cash collateral, as well as cash collateral not offset.

(2) Excludes receivables (payables), net.

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RECURRING FAIR VALUE MEASURES						
(Dollars in millions)						
	Level 1	Level 2	Level 3	Netting <sup>(1)</sup>	Total	
Fair value at June 30, 2024						
<b>SDG&amp;E:</b>						
Assets:						
Nuclear decommissioning trusts:						
Short-term investments, primarily cash equivalents	\$ 20	\$ 3	\$ —		\$ 23	
Equity securities	318	3	—		321	
Debt securities:						
Debt securities issued by the U.S. Treasury and other U.S. government corporations and agencies	38	23	—		61	
Municipal bonds	—	273	—		273	
Other securities	—	227	—		227	
Total debt securities	38	523	—		561	
Total nuclear decommissioning trusts <sup>(2)</sup>	376	529	—		905	
Commodity contracts subject to rate recovery	12	—	6	\$ 10	28	
<b>Total</b>	<b>\$ 388</b>	<b>\$ 529</b>	<b>\$ 6</b>	<b>\$ 10</b>	<b>\$ 933</b>	
Liabilities:						
Commodity contracts subject to rate recovery	\$ 21	\$ 6	\$ —	\$ (22)	\$ 5	
Fair value at December 31, 2023						
<b>SDG&amp;E:</b>						
Assets:						
Nuclear decommissioning trusts:						
Short-term investments, primarily cash equivalents	\$ 19	\$ 2	\$ —		\$ 21	
Equity securities	308	4	—		312	
Debt securities:						
Debt securities issued by the U.S. Treasury and other U.S. government corporations and agencies	34	17	—		51	
Municipal bonds	—	275	—		275	
Other securities	—	220	—		220	
Total debt securities	34	512	—		546	
Total nuclear decommissioning trusts <sup>(2)</sup>	361	518	—		879	
Commodity contracts subject to rate recovery	—	—	10	\$ 21	31	
<b>Total</b>	<b>\$ 361</b>	<b>\$ 518</b>	<b>\$ 10</b>	<b>\$ 21</b>	<b>\$ 910</b>	
Liabilities:						
Commodity contracts subject to rate recovery	\$ 20	\$ —	\$ —	\$ (19)	\$ 1	

<sup>(1)</sup> Includes the effect of the contractual ability to settle contracts under master netting agreements and with cash collateral, as well as cash collateral not offset.

<sup>(2)</sup> Excludes receivables (payables), net.

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**RECURRING FAIR VALUE MEASURES**

(Dollars in millions)

	Level 1	Level 2	Level 3	Netting <sup>(1)</sup>	Total
Fair value at June 30, 2024					
<b>SoCalGas:</b>					
Assets:					
Commodity contracts subject to rate recovery	\$	—	\$ 2	\$ — (1)	\$ 1
Liabilities:					
Commodity contracts subject to rate recovery	\$	—	\$ 39	\$ — (2)	\$ 37
Fair value at December 31, 2023					
<b>SoCalGas:</b>					
Assets:					
Commodity contracts subject to rate recovery	\$	—	\$ 1	\$ — 1	\$ 2
Liabilities:					
Commodity contracts subject to rate recovery	\$	—	\$ 210	\$ — —	\$ 210

<sup>(1)</sup> Includes the effect of the contractual ability to settle contracts under master netting agreements and with cash collateral, as well as cash collateral not offset.

**Level 3 Information**

**SDG&E**

The table below sets forth reconciliations of changes in the fair value of CRRs classified as Level 3 in the fair value hierarchy for Sempra and SDG&E.

**LEVEL 3 RECONCILIATIONS<sup>(1)</sup>**

(Dollars in millions)

	Three months ended June 30,	
	2024	2023
Balance at April 1	\$ 9	\$ 30
Realized and unrealized gains (losses), net	(2)	(4)
Allocated transmission instruments	—	(2)
Settlements	(1)	(4)
Balance at June 30	<u>\$ 6</u>	<u>\$ 20</u>
Change in unrealized losses relating to instruments still held at June 30	\$ (1)	\$ (7)
	Six months ended June 30,	
	2024	2023
Balance at January 1	\$ 10	\$ 35
Realized and unrealized gains (losses), net	(3)	(8)
Allocated transmission instruments	—	(2)
Settlements	(1)	(5)
Balance at June 30	<u>\$ 6</u>	<u>\$ 20</u>
Change in unrealized losses relating to instruments still held at June 30	\$ (2)	\$ (9)

<sup>(1)</sup> Excludes the effect of the contractual ability to settle contracts under master netting agreements and cash collateral.

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Inputs used to determine the fair value of CRRs are reviewed and compared with market conditions to determine reasonableness.

CRRs are recorded at fair value based almost entirely on the most current auction prices published by the California ISO, an objective source. Annual auction prices are published once a year, typically in the middle of November, and are the basis for valuing CRRs settling in the following year. For the CRRs settling from January 1 to December 31, the auction price inputs, at a given location, were in the following ranges for the years indicated below:

**CONGESTION REVENUE RIGHTS AUCTION PRICE INPUTS**

Settlement year	Price per MWh			Median price per MWh			
	\$	( 3.69 )	to	\$	9.55	\$	( 0.44 )
2024							
2023		( 3.09 )	to		10.71		( 0.56 )

The impact associated with discounting is not significant. Because these auction prices are a less observable input, these instruments are classified as Level 3. The fair value of these instruments is derived from auction price differences between two locations. Positive values between two locations represent expected future reductions in congestion costs, whereas negative values between two locations represent expected future charges. Valuation of our CRRs is sensitive to a change in auction price. If auction prices at one location increase (decrease) relative to another location, this could result in a significantly higher (lower) fair value measurement. We summarize CRR volumes in Note 7.

Realized gains and losses associated with CRRs, which are recoverable in rates, are recorded in Cost of Electric Fuel and Purchased Power on the Condensed Consolidated Statements of Operations. Because unrealized gains and losses are recorded as regulatory assets and liabilities, they do not affect earnings.

*Other Sempra*

The table below sets forth reconciliations of changes in the fair value of Sempra's Support Agreement for the benefit of CFIN classified as Level 3 in the fair value hierarchy.

**LEVEL 3 RECONCILIATIONS**

(Dollars in millions)

	Three months ended June 30,		
	2024	2023	
Balance at April 1	\$ 23	\$ 24	
Realized and unrealized gains (losses), net <sup>(1)</sup>	2	1	
Settlements	( 2 )	( 2 )	
Balance at June 30 <sup>(2)</sup>	\$ 23	\$ 23	
Change in unrealized gains relating to instruments still held at June 30	\$ 2	\$ 1	
Six months ended June 30,			
	2024	2023	
Balance at January 1	\$ 23	\$ 17	
Realized and unrealized gains (losses), net <sup>(1)</sup>	4	10	
Settlements	( 4 )	( 4 )	
Balance at June 30 <sup>(2)</sup>	\$ 23	\$ 23	
Change in unrealized gains relating to instruments still held at June 30	\$ 3	\$ 9	

<sup>(1)</sup> Net gains are included in Interest Income and net losses are included in Interest Expense on Sempra's Condensed Consolidated Statements of Operations.

<sup>(2)</sup> Includes \$ 7 in Other Current Assets and \$ 16 in Other Long-term Assets at June 30, 2024 on Sempra's Condensed Consolidated Balance Sheet.

The fair value of the Support Agreement, net of related guarantee fees, is based on a discounted cash flow model using a probability of default and survival methodology. Our estimate of fair value considers inputs such as third-party default rates, credit ratings, recovery rates, and risk-adjusted discount rates, which may be readily observable, market corroborated or generally unobservable inputs. Because CFIN's credit rating and related default and survival rates are unobservable inputs that are significant to the valuation, the Support Agreement, net of related guarantee fees, is classified as Level 3. We assigned CFIN an internally developed credit rating of A3 and relied on default rate data published by Moody's to assign a probability of default. A hypothetical change in the credit rating up or down one notch could result in a significant change in the fair value of the Support Agreement.

### **Fair Value of Financial Instruments**

The fair values of certain of our financial instruments (cash, accounts receivable, amounts due to/from unconsolidated affiliates with original maturities of less than 90 days, dividends and accounts payable, short-term debt and customer deposits) approximate their carrying amounts because of the short-term nature of these instruments. Investments in life insurance contracts that we hold in support of our Supplemental Executive Retirement, Cash Balance Restoration and Deferred Compensation Plans are carried at cash surrender values, which represent the amount of cash that could be realized under the contracts. The following table provides the carrying amounts and fair values of certain other financial instruments that are not recorded at fair value on the Condensed Consolidated Balance Sheets.

<b>FAIR VALUE OF FINANCIAL INSTRUMENTS</b>									
(Dollars in millions)									
	Carrying amount	Fair value							
		Level 1	Level 2	Level 3					Total
June 30, 2024									
<b>Sempra:</b>									
Long-term note receivable <sup>(1)</sup>	\$ 342	\$ —	\$ —	\$ 326	\$ 326				
Long-term amounts due to unconsolidated affiliates	302	—	271	—	271				
Total long-term debt <sup>(2)</sup>	29,704	—	26,850	—	26,850				
<b>SDG&amp;E:</b>									
Total long-term debt <sup>(3)</sup>	\$ 8,950	\$ —	\$ 7,747	\$ —	\$ 7,747				
<b>SoCalGas:</b>									
Total long-term debt <sup>(4)</sup>	\$ 7,259	\$ —	\$ 6,715	\$ —	\$ 6,715				
December 31, 2023									
<b>Sempra:</b>									
Long-term note receivable <sup>(1)</sup>	\$ 334	\$ —	\$ —	\$ 318	\$ 318				
Long-term amounts due to unconsolidated affiliates	312	—	283	—	283				
Total long-term debt <sup>(2)</sup>	27,716	—	25,617	—	25,617				
<b>SDG&amp;E:</b>									
Total long-term debt <sup>(3)</sup>	\$ 8,750	\$ —	\$ 7,856	\$ —	\$ 7,856				
<b>SoCalGas:</b>									
Total long-term debt <sup>(4)</sup>	\$ 6,759	\$ —	\$ 6,442	\$ —	\$ 6,442				

<sup>(1)</sup> Before allowances for credit losses of \$ 6 at both June 30, 2024 and December 31, 2023. Excludes unamortized transaction costs of \$ 4 at both June 30, 2024 and December 31, 2023.

<sup>(2)</sup> After the effects of interest rate swaps. Before reductions of unamortized discount and debt issuance costs of \$ 346 and \$ 322 at June 30, 2024 and December 31, 2023, respectively, and excluding finance lease obligations of \$ 1,319 and \$ 1,340 at June 30, 2024 and December 31, 2023, respectively.

<sup>(3)</sup> Before reductions of unamortized discount and debt issuance costs of \$ 98 and \$ 89 at June 30, 2024 and December 31, 2023, respectively, and excluding finance lease obligations of \$ 1,213 and \$ 1,233 at June 30, 2024 and December 31, 2023, respectively.

<sup>(4)</sup> Before reductions of unamortized discount and debt issuance costs of \$ 61 and \$ 55 at June 30, 2024 and December 31, 2023, respectively, and excluding finance lease obligations of \$ 106 and \$ 107 at June 30, 2024 and December 31, 2023, respectively.

We provide the fair values for the securities held in the NDT related to SONGS in Note 10.

## NOTE 9. SEMPRA – EQUITY AND EARNINGS PER COMMON SHARE

### PREFERRED STOCK

On May 2, 2024, Sempra filed an amendment to its amended and restated articles of incorporation to implement the revocation of the series A preferred stock and series B preferred stock, all of which had previously been converted to Sempra common stock, thereby decreasing the number of authorized shares of series A preferred stock from 17,250,000 to zero and series B preferred stock from 5,750,000 to zero. Effective as of May 2, 2024, each such series of stock is no longer an authorized series of Sempra's capital stock.

### COMMON STOCK SPLIT IN THE FORM OF A STOCK DIVIDEND

On August 2, 2023, Sempra's board of directors declared a two -for-one split of Sempra's common stock in the form of a 100 % stock dividend for shareholders of record at the close of business on August 14, 2023. Each such shareholder of record received one additional share of Sempra common stock for every then-held share of Sempra common stock, which was distributed after the close of trading on August 21, 2023. Sempra's common stock began trading on a post-split basis effective August 22, 2023. Sempra's common stock continues to have no par value with 1,125,000,000 authorized shares.

Except as expressly noted, all share and per share information related to issued and outstanding common stock and outstanding equity awards with respect to common stock has been retroactively adjusted to reflect the stock split and is presented on a post-split basis herein.

### COMMON STOCK OFFERING

In November 2023, we completed the offering of 19,242,010 shares of our common stock, no par value, in a registered public offering at \$ 70.00 per share (\$ 68.845 per share after deducting underwriting discounts), 17,142,858 shares of which were pursuant to forward sale agreements. We discuss the common stock offering in Note 14 of the Notes to Consolidated Financial Statements in the Annual Report.

As of August 6, 2024, a total of 17,142,858 shares of Sempra common stock from our November 2023 offering remain subject to future settlement under these forward sale agreements, which may be settled on one or more dates specified by us occurring no later than December 31, 2024, which is the final settlement date under the agreements. Although we expect to settle the forward sale agreements entirely by the physical delivery of shares of our common stock in exchange for cash proceeds, we may, subject to certain conditions, elect cash settlement or net share settlement for all or a portion of our obligations under the forward sale agreements. The forward sale agreements are also subject to acceleration by the counterparties to the agreements upon the occurrence of certain events.

### COMMON STOCK REPURCHASES

In the six months ended June 30, 2024 and 2023, we withheld 555,888 shares for \$ 40 million and 395,540 shares for \$ 31 million, respectively, of our common stock that would otherwise be issued to long-term incentive plan participants who do not elect otherwise upon the vesting of RSUs and exercise of stock options in an amount sufficient to satisfy minimum statutory tax withholding requirements. Such share withholding is considered a share repurchase for accounting purposes.

## NONCONTROLLING INTERESTS

Ownership interests in a consolidated entity that are held by unconsolidated owners are accounted for and reported as NCI.

The following table summarizes net income attributable to Sempra and transfers (to) from NCI, which shows the effects of changes in Sempra's ownership interest in its subsidiaries on Sempra's shareholders' equity.

INCOME ATTRIBUTABLE TO SEMPRA AND TRANSFERS (TO) FROM NCI (in millions)			
	Three months ended June 30, 2023	Six months ended June 30, 2023	
<b>Sempra:</b>			
Net income attributable to Sempra	\$ 61	\$ 1,595	
Transfers (to) from NCI:			
Decrease in shareholders' equity for sale of NCI	—	18	
Net transfers (to) from NCI	—	18	
Change from net income attributable to Sempra and transfers (to) from NCI	\$ 61	\$ 1,613	

### SI Partners Subsidiaries

**Sale of NCI to ConocoPhillips Affiliate.** In March 2023, an indirect subsidiary of SI Partners completed the sale of an indirect 30 % interest in an SI Partners subsidiary (resulting in an indirect 30 % NCI in the PA LNG Phase 1 project) to an affiliate of ConocoPhillips for aggregate cash consideration of \$ 265 million, before post-closing adjustments recorded subsequently. As a result of this sale, we recorded a \$ 237 million increase in equity held by NCI and an increase in Sempra's shareholders' equity of \$ 18 million, net of \$ 3 million in transaction costs and \$ 7 million in tax expense.

The indirect subsidiary of SI Partners and the ConocoPhillips affiliate have made certain customary capital contribution commitments to fund their respective pro rata equity share of the total anticipated capital calls for the equity portion of the anticipated development costs of the PA LNG Phase 1 project. In addition, both SI Partners and ConocoPhillips have provided guarantees relating to their respective affiliate's commitment to make its pro rata equity share of capital contributions to fund 110 % of the development budget of the PA LNG Phase 1 project, in an aggregate amount of up to \$ 9.0 billion. SI Partners' guarantee covers 70 % of this amount plus enforcement costs of its guarantee. As of June 30, 2024, an aggregate amount of \$ 2.4 billion has been paid by SI Partners' indirect subsidiary in satisfaction of its commitment to fund its portion of the development budget of the PA LNG Phase 1 project.

## EARNINGS PER COMMON SHARE

Basic EPS is calculated by dividing earnings attributable to common shares by the weighted-average number of common shares outstanding for the period. Diluted EPS includes the potential dilution of common stock equivalent shares that could occur if securities or other contracts to issue common stock were exercised or converted into common stock.

### EARNINGS PER COMMON SHARE COMPUTATIONS

(Dollars in millions, except per share amounts; shares in thousands)

	Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023
<b>Sempra:</b>				
Numerator:				
Earnings attributable to common shares	\$ 713	\$ 603	\$ 1,514	\$ 1,572
Denominator:				
Weighted-average common shares outstanding for basic EPS <sup>(1)</sup>	633,450	630,014	633,135	629,926
Dilutive effect of common shares sold forward	1,139	—	906	—
Dilutive effect of stock options and RSUs <sup>(2)</sup>	1,690	2,107	1,776	2,259
Weighted-average common shares outstanding for diluted EPS	636,279	632,121	635,817	632,185
EPS:				
Basic	\$ 1.13	\$ 0.96	\$ 2.39	\$ 2.50
Diluted	\$ 1.12	\$ 0.95	\$ 2.38	\$ 2.49

<sup>(1)</sup> Includes 610 and 710 fully vested RSUs held in our Deferred Compensation Plan for the three months ended June 30, 2024 and 2023, respectively, and 617 and 715 of such RSUs for the six months ended June 30, 2024 and 2023, respectively. These fully vested RSUs are included in weighted-average common shares outstanding for basic EPS because there are no conditions under which the corresponding shares will not be issued.

<sup>(2)</sup> Due to market fluctuations of both Sempra common stock and the comparative indices used to determine the vesting percentage of our total shareholder return performance-based RSUs, which we discuss in Note 10 of the Notes to Consolidated Financial Statements in the Annual Report, dilutive RSUs may vary widely from period-to-period.

The potentially dilutive impact from stock options and RSUs is calculated under the treasury stock method. Under this method, proceeds based on the exercise price and unearned compensation are assumed to be used to repurchase shares on the open market at the average market price for the period, reducing the number of potential new shares to be issued and sometimes causing an antidilutive effect. The computation of diluted EPS for the three months and six months ended June 30, 2024 excludes 1,184,115 and 1,270,327 potentially dilutive shares, respectively, and the computation of diluted EPS for the three months and six months ended June 30, 2023 excludes 428,138 and 394,084 potentially dilutive shares, respectively, because to include them would be antidilutive for the period. However, these shares could potentially dilute basic EPS in the future.

The potentially dilutive impact from the forward sale of our common stock pursuant to the forward sale agreements that we discuss above is reflected in our diluted EPS calculation using the treasury stock method. We anticipate there will be a dilutive effect on our EPS when the average market price of our common stock shares is above the applicable adjusted forward sale price, subject to increase or decrease based on the overnight bank funding rate, less a spread, and subject to decrease by amounts related to expected dividends on shares of our common stock during the term of the forward sale agreements. Additionally, if we decide to physically settle or net share settle the forward sale agreements, delivery of our shares to the forward purchasers on any such physical settlement or net share settlement of the forward sale agreements would result in dilution to our EPS.

Pursuant to Sempra's share-based compensation plans, the Compensation and Talent Development Committee of Sempra's board of directors granted 414,812 nonqualified stock options, 721,049 performance-based RSUs and 312,043 service-based RSUs in the six months ended June 30, 2024, primarily in January.

We discuss share-based compensation plans and related awards and the terms and conditions of Sempra's equity securities further in Notes 10, 13 and 14 of the Notes to Consolidated Financial Statements in the Annual Report.

## NOTE 10. SAN ONOFRE NUCLEAR GENERATING STATION

We provide below updates to ongoing matters related to SONGS, a nuclear generating facility near San Clemente, California that permanently ceased operations in June 2013, and in which SDG&E has a 20 % ownership interest. We discuss SONGS further in Note 15 of the Notes to Consolidated Financial Statements in the Annual Report.

### NUCLEAR DECOMMISSIONING AND FUNDING

As a result of Edison's decision to permanently retire SONGS Units 2 and 3, Edison began the decommissioning phase of the plant. Major decommissioning work began in 2020. We expect the majority of the decommissioning work to be completed around 2030. Decommissioning of Unit 1, removed from service in 1992, is largely complete. The remaining work for Unit 1 will be completed once Units 2 and 3 are dismantled and the spent fuel is removed from the site. The spent fuel is currently being stored on-site, until the DOE identifies a spent fuel storage facility and puts in place a program for the fuel's disposal. SDG&E is responsible for approximately 20 % of the total decommissioning cost.

In accordance with state and federal requirements and regulations, SDG&E has assets held in the NDT to fund its share of decommissioning costs for SONGS Units 1, 2 and 3. Amounts that were collected in rates for SONGS' decommissioning are invested in the NDT, which is comprised of externally managed trust funds. Amounts held by the NDT are invested in accordance with CPUC regulations. SDG&E classifies debt and equity securities held in the NDT as available-for-sale. The NDT assets are presented on the Sempra and SDG&E Condensed Consolidated Balance Sheets at fair value with the offsetting credits recorded in noncurrent Regulatory Liabilities.

Except for the use of funds for the planning of decommissioning activities or NDT administrative costs, CPUC approval is required for SDG&E to access the NDT assets to fund SONGS decommissioning costs for Units 2 and 3. In December 2023, the CPUC granted SDG&E authorization to access NDT funds of up to \$ 79 million for forecasted 2024 costs.

### Nuclear Decommissioning Trusts

The following table shows the fair values and gross unrealized gains and losses for the securities held in the NDT on the Sempra and SDG&E Condensed Consolidated Balance Sheets. We provide additional fair value disclosures for the NDT in Note 8.

NUCLEAR DECOMMISSIONING TRUSTS						
(Dollars in millions)						
	Cost	Gross unrealized gains		Gross unrealized losses		Estimated fair value
June 30, 2024						
Short-term investments, primarily cash equivalents	\$ 23	\$ —	\$ —	\$ —	\$ —	23
Equity securities	90	235	(4)	321		
<b>Debt securities:</b>						
Debt securities issued by the U.S. Treasury and other U.S. government corporations and agencies <sup>(1)</sup>	61	1	(1)	61		
Municipal bonds <sup>(2)</sup>	281	1	(9)	273		
Other securities <sup>(3)</sup>	235	2	(10)	227		
<b>Total debt securities</b>	<b>577</b>	<b>4</b>	<b>(20)</b>	<b>561</b>		
Receivables (payables), net	(23)	—	—	(23)		
<b>Total</b>	<b>\$ 667</b>	<b>\$ 239</b>	<b>\$ (24)</b>	<b>\$ 882</b>		
December 31, 2023						
Short-term investments, primarily cash equivalents	\$ 21	\$ —	\$ —	\$ —	\$ —	21
Equity securities	89	225	(2)	312		
<b>Debt securities:</b>						
Debt securities issued by the U.S. Treasury and other U.S. government corporations and agencies	50	2	(1)	51		
Municipal bonds	280	3	(8)	275		
Other securities	228	3	(11)	220		
<b>Total debt securities</b>	<b>558</b>	<b>8</b>	<b>(20)</b>	<b>546</b>		
Receivables (payables), net	(7)	—	—	(7)		
<b>Total</b>	<b>\$ 661</b>	<b>\$ 233</b>	<b>\$ (22)</b>	<b>\$ 872</b>		

<sup>(1)</sup> Maturity dates are 2025-2054.

<sup>(2)</sup> Maturity dates are 2024-2062.

<sup>(3)</sup> Maturity dates are 2024-2072.

The following table shows the proceeds from sales of securities in the NDT and gross realized gains and losses on those sales.

SALES OF SECURITIES IN THE NUCLEAR DECOMMISSIONING TRUSTS						
(Dollars in millions)						
		Three months ended June 30,		Six months ended June 30,		
		2024	2023	2024	2023	
Proceeds from sales	\$ 199	\$ 138	\$ 380	\$ 294		
Gross realized gains	10	6	24	8		
Gross realized losses	3	3	5	6		

Net unrealized gains and losses, as well as realized gains and losses that are reinvested in the NDT, are included in noncurrent Regulatory Liabilities on Sempra's and SDG&E's Condensed Consolidated Balance Sheets. We determine the cost of securities in the trusts on the basis of specific identification.

### ASSET RETIREMENT OBLIGATION

The present value of SDG&E's ARO related to decommissioning costs for all three SONGS units was \$ 497 million at June 30, 2024 and is based on a cost study prepared in 2020, which the CPUC approved in August 2024.



## NUCLEAR INSURANCE

SDG&E and the other owners of SONGS have insurance to cover claims from nuclear liability incidents arising at SONGS. Currently, this insurance provides \$ 500 million in coverage limits, the maximum amount available, including coverage for acts of terrorism. In addition, the Price-Anderson Act provides an additional \$ 60 million of coverage. If a nuclear liability loss occurs at SONGS and exceeds the \$ 500 million insurance limit, this additional coverage would be available to provide a total of \$ 560 million in coverage limits per incident.

The SONGS owners have nuclear property damage insurance of \$ 130 million, which exceeds the minimum federal requirement of \$ 50 million. This insurance coverage is provided through NEIL. The NEIL policies have specific exclusions and limitations that can result in reduced coverage. Insured members as a group are subject to retrospective premium assessments to cover losses sustained by NEIL under all issued policies. SDG&E could be assessed a negligible amount for retrospective premiums based on overall member claims.

The nuclear property insurance program includes an industry aggregate loss limit for non-certified acts of terrorism (as defined by the Terrorism Risk Insurance Act) of \$ 3.24 billion. This is the maximum amount that will be paid to insured members who suffer losses or damages from these non-certified terrorist acts.

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## NOTE 11. COMMITMENTS AND CONTINGENCIES

### LEGAL PROCEEDINGS

We accrue losses for a legal proceeding when it is probable that a loss has been incurred and the amount of the loss can be reasonably estimated. However, the uncertainties inherent in legal proceedings make it difficult to reasonably estimate the costs and effects of resolving these matters. Accordingly, actual costs incurred may differ materially from amounts accrued, may exceed, and in some cases have exceeded, applicable insurance coverage and could materially adversely affect our business, results of operations, financial condition, cash flows and/or prospects. Unless otherwise indicated, we are unable to reasonably estimate possible losses or a range of losses in excess of any amounts accrued.

At June 30, 2024, loss contingency accruals for legal matters that are probable and estimable were \$ 52 million for Sempra, including \$ 27 million for SoCalGas.

### **SDG&E**

#### *City of San Diego Franchise Agreement*

In 2021, two lawsuits were filed in the California Superior Court challenging various aspects of the natural gas and electric franchise agreements granted by the City of San Diego to SDG&E. Both lawsuits ultimately sought to void the franchise agreements. In one of the cases, judgment was granted in favor of SDG&E and the City of San Diego, and the plaintiff in that case has appealed. In the second case, the court ruled in favor of SDG&E and the City of San Diego, upholding all terms of the franchise agreements, except for the two-thirds City Council vote requirement for termination if the City decides to terminate under certain circumstances. Under the court's ruling, the City can instead terminate on a majority vote, so long as it satisfies repayment provisions under the franchise agreements. Both sides have appealed the ruling.

### **SoCalGas**

#### *Aliso Canyon Natural Gas Storage Facility Gas Leak*

From October 23, 2015 through February 11, 2016, SoCalGas experienced a natural gas leak from one of the injection-and-withdrawal wells, SS25, at its Aliso Canyon natural gas storage facility in Los Angeles County.

In September 2021, SoCalGas and Sempra entered into an agreement with counsel to resolve approximately 390 lawsuits including approximately 36,000 plaintiffs (the Individual Plaintiffs) then pending against SoCalGas and Sempra related to the Leak for a payment of up to \$ 1.8 billion. Over 99 % of the Individual Plaintiffs participated and submitted valid releases, and SoCalGas paid \$ 1.79 billion in 2022 under the agreement. The Individual Plaintiffs who did not participate in the settlement (the Non-Settling Individual Plaintiffs) are able to continue to pursue their claims. As of August 1, 2024, there are approximately 550 plaintiffs, who are either new plaintiffs or Non-Settling Individual Plaintiffs.

The new plaintiffs' cases and Non-Settling Individual Plaintiffs' cases are coordinated before a single court in the Los Angeles County Superior Court for pretrial management under a consolidated master complaint filed in November 2017, with one plaintiff's case proceeding under a separate complaint. Both the consolidated master complaint and the separate complaint assert negligence, negligence per se, strict liability, negligent and intentional infliction of emotional distress and fraudulent concealment. The consolidated master complaint asserts additional causes of action for private and public nuisance (continuing and permanent), trespass, inverse condemnation, loss of consortium and wrongful death against SoCalGas and Sempra. The separate complaint asserts an additional cause of action for assault and battery. Both complaints seek compensatory and punitive damages for personal injuries, lost wages and/or lost profits, costs of future medical monitoring, and attorneys' fees. The consolidated master complaint also seeks property damage and diminution in property value, injunctive relief and civil penalties.

At June 30, 2024, \$ 26 million is accrued in Other Current Liabilities and \$ 1 million is accrued in Deferred Credits and Other on SoCalGas' and Sempra's Condensed Consolidated Balance Sheets. These accruals do not include any amounts in excess of what has been reasonably estimated to resolve certain matters that we describe above, nor any amounts that may be necessary to resolve threatened litigation, other potential litigation or other costs. We are not able to reasonably estimate the possible loss or a range of possible losses in excess of the amounts accrued, which could be significant and could have a material adverse effect on SoCalGas' and Sempra's results of operations, financial condition, cash flows and/or prospects.

#### *Aliso Canyon Natural Gas Storage Facility Regulatory Proceeding*

In February 2017, the CPUC opened proceeding SB 380 OII to determine the feasibility of minimizing or eliminating the use of the Aliso Canyon natural gas storage facility while still maintaining energy and electric reliability for the region, but excluding issues with respect to air quality, public health, causation, culpability or cost responsibility regarding the Leak. The first phase of the proceeding established a framework for the hydraulic, production cost and economic modeling assumptions for the potential reduction in usage or elimination of the Aliso Canyon natural gas storage facility, as well as evaluating the impacts of reducing or eliminating the Aliso Canyon natural gas storage facility using the established framework and models. The next phase of the proceeding included engaging a consultant to analyze alternative means for meeting or avoiding the demand for the facility's services if it were eliminated in either the 2027 or 2035 timeframe, and to address potential implementation of alternatives to the Aliso Canyon natural gas storage facility if the CPUC determines that the Aliso Canyon natural gas storage facility should be permanently closed. The CPUC also added all California IOUs as parties to the proceeding and encouraged all load serving entities in the Los Angeles Basin to join the proceeding.

In August 2023, the CPUC issued a decision on the interim range of gas inventory levels at the Aliso Canyon natural gas storage facility, setting an interim range of gas inventory levels of up to 68.6 Bcf. The CPUC may issue future changes to this interim range of authorized gas inventory levels before issuing a final decision within the SB 380 OII proceeding.

At June 30, 2024, the Aliso Canyon natural gas storage facility had a net book value of \$ 1.0 billion. If the Aliso Canyon natural gas storage facility were to be permanently closed or if future cash flows from its operation were otherwise insufficient to recover its carrying value, we may record an impairment of the facility, which could be material, and natural gas reliability and electric generation could be jeopardized.

#### **Other Sempra**

##### *Energía Costa Azul*

We describe below certain land disputes and permit challenges affecting our ECA Regas Facility. Certain of these land disputes involve land on which portions of the ECA LNG liquefaction facilities under construction and in development are expected to be situated or on which portions of the ECA Regas Facility that would be necessary for the operation of such ECA LNG liquefaction facilities are situated. One or more unfavorable final decisions on these disputes or challenges could materially adversely affect our existing natural gas regasification operations and proposed natural gas liquefaction projects at the site of the ECA Regas Facility and have a material adverse effect on Sempra's business, results of operations, financial condition, cash flows and/or prospects.

**Land Disputes.** Sempra Infrastructure has been engaged in a long-running land dispute with a claimant relating to property adjacent to its ECA Regas Facility that allegedly overlaps with land owned by the ECA Regas Facility (the facility, however, is not situated on the land that is the subject of this dispute), as follows:

- The claimant to the adjacent property filed complaints in the federal Agrarian Court challenging the refusal of SEDATU in 2006 to issue title to him for the disputed property. In November 2013, the federal Agrarian Court ordered that SEDATU issue the requested title to the claimant and cause it to be registered. Both SEDATU and Sempra Infrastructure challenged the ruling due to lack of notification of the underlying process. In May 2019, a federal court in Mexico reversed the ruling and ordered a retrial, which is pending resolution.

- In a separate proceeding, the claimant filed suit to reinitiate an administrative procedure at SEDATU to obtain the property title that, as described above, had previously been issued in a ruling by the federal Agrarian Court and subsequently reversed by a federal court in Mexico. In April 2021, the proceeding in the Agrarian Court concluded with the court ordering that the administrative procedure be restarted. The administrative procedure at SEDATU may continue if SEDATU decides to reopen the matter.

In addition, the plaintiff filed a claim in the federal Agrarian Court that seeks to annul the property title for a portion of the land on which the ECA Regas Facility is situated and to obtain possession of a different parcel that allegedly overlaps with the site of the ECA Regas Facility. The proceeding, which seeks an order that SEDATU annul the ECA Regas Facility's competing property title, was initiated in 2006 and, in July 2021, a decision was issued in favor of the ECA Regas Facility. The plaintiff appealed and, in February 2022, the appellate court confirmed the ruling in favor of the ECA Regas Facility and dismissed the appeal. The plaintiff filed a federal appeal against the appellate court ruling. A ruling from the Federal Collegiate Circuit Court is pending.

**Environmental and Social Impact Permits.** Several administrative challenges are pending before Mexico's Secretariat of Environment and Natural Resources (the Mexican environmental protection agency) and Federal Tax and Administrative Courts, seeking revocation of the environmental impact authorization issued to the ECA Regas Facility in 2003. These cases generally allege that the conditions and mitigation measures in the environmental impact authorization are inadequate and challenge findings that the activities of the terminal are consistent with regional development guidelines.

In 2018 and 2021, three related claimants filed separate challenges in the federal district court in Ensenada, Baja California seeking revocation of the environmental and social impact permits issued by each of ASEA and SENER to ECA LNG authorizing natural gas liquefaction activities at the ECA Regas Facility, as follows:

- In the first case, the court issued a provisional injunction against the permits in September 2018. In December 2018, ASEA approved modifications to the environmental permit that facilitate the development of the proposed natural gas liquefaction facility in two phases. In May 2019, the court canceled the provisional injunction. The claimant appealed the court's decision to cancel the injunction but was not successful. The lower court's ruling was favorable to the ECA Regas Facility, as the court determined that no harm has been caused to the plaintiff and dismissed the lawsuit. The claimant appealed and the appellate court's ruling is pending.
- In the second case, the initial request for a provisional injunction against the permits was denied. That decision was reversed on appeal in January 2020, resulting in the issuance of a new injunction against the permits that were issued by ASEA and SENER. This injunction has uncertain application absent clarification by the court. The claimants petitioned the court to rule that construction of natural gas liquefaction facilities violated the injunction and, in February 2022, the court ruled in favor of the ECA Regas Facility, holding that the natural gas liquefaction construction activities did not violate the injunction. The claimants appealed this ruling but were not successful. The lower court's ruling was favorable to the ECA Regas Facility, as the court determined that no harm has been caused to the plaintiffs and dismissed the lawsuit. The claimants appealed and the appellate court's ruling is pending.
- In the third case, a group of residents filed a complaint in June 2021 against various federal and state authorities alleging deficiencies in the public consultation process for the issuance of the permits. The request for an initial injunction was denied. The claimants appealed this ruling but were not successful. The lower court's ruling was favorable to the ECA Regas Facility, as the court determined that no harm has been caused to the plaintiffs and dismissed the lawsuit. The claimants appealed and the appellate court's ruling is pending.

#### *Port Arthur LNG*

The PA LNG Phase 1 project holds two Clean Air Act, Prevention of Significant Deterioration permits issued by the TCEQ, which we refer to as the "2016 Permit" and the "2022 Permit." The 2022 Permit also governs emissions for the proposed PA LNG Phase 2 project. In November 2023, a panel of the U.S. Court of Appeals for the Fifth Circuit issued a decision to vacate and remand the 2022 Permit to the TCEQ for additional explanation of the agency's permit decision. In February 2024, the court withdrew its opinion and referred the case to the Supreme Court of Texas to resolve the question of the appropriate standard to be applied by the TCEQ. The 2022 Permit is effective during the Texas Supreme Court's review. The 2016 Permit was not the subject of, and is unaffected by, the pending litigation of the 2022 Permit. Construction of the PA LNG Phase 1 project is proceeding uninterrupted under existing permits, and we do not currently anticipate the pending litigation to materially impact the PA LNG Phase 1 project cost, schedule or expected commercial operations at this stage.

### *Litigation Related to Regulatory and Other Actions by the Mexican Government*

**Amendments to Mexico's Electricity Industry Law.** In March 2021, the Mexican government published a decree with amendments to Mexico's Electricity Industry Law that include some public policy changes, including establishing priority of dispatch for CFE plants over privately owned plants. The decree further purports to permit the CRE to revoke self-supply permits granted under the former electricity law, which were grandfathered when the new Electricity Industry Law was enacted, if it considers them to have been obtained improperly. According to the decree, these amendments were to become effective in March 2021, and SENER, the CRE and Centro Nacional de Control de Energía (Mexico's National Center for Energy Control) were to have 180 calendar days to modify, as necessary, all resolutions, policies, criteria, manuals and other regulations applicable to the power industry to conform with this decree. Numerous legal actions were taken against the decree, which resulted in Mexican courts issuing a suspension of the decree later in March 2021, pending resolution of such actions.

In April 2022, the Mexican Supreme Court resolved an action of unconstitutionality filed by a group of senators against the amended Electricity Industry Law. The super majority needed to find the amendment unconstitutional was not reached and the proceeding was therefore dismissed, leaving the amended Electricity Industry Law in place. However, the Court nevertheless found certain of the amendments, including the priority of dispatch for the CFE and other provisions that granted preference to the CFE over private companies, were invalid.

In January 2024, the Second Chamber of the Mexican Supreme Court definitively resolved an amparo in a separate case brought by a third party and ruled that certain provisions of the amendments of the Electricity Industry Law are unconstitutional, including the priority of dispatch for the CFE and other provisions that granted preference to the CFE over private companies. The Court also dismissed an amparo relating to the provision of the decree applicable to self-supply permits granted under the former electricity law, and established that its decision applies generally over all participants.

Sempra Infrastructure filed three lawsuits challenging the amendments to the Electricity Industry Law, including one concerning the provision permitting revocation of self-supply permits deemed improperly obtained. In each of them, Sempra Infrastructure obtained a favorable judgment in the lower court, all of which were challenged by the CRE. Following the criteria established by the Mexican Supreme Court, in July 2024, the Second Collegiate Court reversed the lower court's decision and definitively dismissed one of the lawsuits filed by Sempra Infrastructure regarding the provision permitting revocation of self-supply permits. Consequently, the CRE may be required to seek to revoke such self-supply permits, under a legal standard that is ambiguous and not well defined under the law. Sempra Infrastructure supplies power pursuant to self-supply permits, and would be permitted to file amparos challenging the constitutionality of any such action. If such self-supply permits are revoked, it may result in increased costs for Sempra Infrastructure and for its power consumers, adversely affect our ability to develop new projects, result in decreased revenues and cash flows, and negatively impact our ability to recover the carrying values of our investments in Mexico, any of which could have a material adverse effect on Sempra's business, results of operations, financial condition, cash flows and/or prospects. Final resolution regarding the two remaining lawsuits is still pending in the Second Collegiate Court.

### *RBS Sempra Commodities – Resolved*

Sempra holds an equity method investment in RBS Sempra Commodities, a limited liability partnership in the process of being liquidated. In 2015, liquidators filed a claim in the High Court of Justice against The Royal Bank of Scotland plc (now NatWest Markets plc, our partner in the JV) and Mercuria Energy Europe Trading Limited (the Defendants) on behalf of 10 companies (the Liquidating Companies) that engaged in carbon credit trading via chains that included a company that traded directly with RBS Sempra Energy Europe, a subsidiary of RBS Sempra Commodities. The claim alleged that the Defendants' participation in the purchase and sale of carbon credits resulted in the Liquidating Companies' carbon credit trading transactions creating a VAT liability they were unable to pay, and that the Defendants were liable to provide for equitable compensation due to dishonest assistance and compensation under the U.K. Insolvency Act of 1986. In January 2024, the parties settled the Liquidating Companies' claim against the Defendants to fully resolve the matter; our share of such settlement was approximately £ 7.9 million (approximately \$ 10 million in U.S. dollars at December 31, 2023). For the year ended December 31, 2023, we recorded \$ 40 million in equity earnings from our investment in RBS Sempra Commodities to reduce our estimate of our obligations to settle these VAT matters and related legal costs based on the settlement reached with the Liquidating Companies in January 2024.

### Asbestos Claims Against EFH Subsidiaries

Certain EFH subsidiaries that we acquired as part of the merger of EFH with an indirect subsidiary of Sempra were defendants in personal injury lawsuits brought in state courts throughout the U.S. These cases alleged illness or death as a result of exposure to asbestos in power plants designed and/or built by companies whose assets were purchased by predecessor entities to the EFH subsidiaries, and generally assert claims for product defects, negligence, strict liability and wrongful death. They sought compensatory and punitive damages. As of August 1, 2024, no lawsuits are pending. Additionally, approximately 28,000 proofs of claim were filed, but not discharged, in advance of a December 2015 deadline to file a proof of claim in the EFH bankruptcy proceeding on behalf of persons who allege exposure to asbestos under similar circumstances and assert the right to file such lawsuits in the future. The costs to defend or resolve such claims and the amount of damages that may be incurred could have a material adverse effect on Sempra's results of operations, financial condition, cash flows and/or prospects.

### Ordinary Course Litigation

We are also defendants in ordinary routine litigation incidental to our businesses, including personal injury, employment litigation, product liability, property damage and other claims. Juries have demonstrated an increasing willingness to grant large awards, including punitive damages, in these types of cases.

## LEASES

We discuss leases further in Note 16 of the Notes to Consolidated Financial Statements in the Annual Report.

### Lessee Accounting

We have operating and finance leases for real and personal property (including office space, land, fleet vehicles, aircraft, machinery and equipment, warehouses and other operational facilities) and PPAs with renewable energy, energy storage and peaker plant facilities.

### Leases That Have Not Yet Commenced

SDG&E has entered into seven PPAs, of which SDG&E expects three will commence in 2024, three will commence in 2025, and one will commence in 2026. SDG&E expects the future minimum lease payments to be \$ 35 million in 2024, \$ 69 million in 2025, \$ 90 million in 2026, \$ 92 million in both 2027 and 2028 and \$ 929 million thereafter (through expiration in 2041).

Sempra Infrastructure has entered into a lease agreement for tugboat services for the PA LNG Phase 1 project that it expects will commence in 2027. Sempra Infrastructure expects the future minimum lease payments to be \$ 10 million in 2027, \$ 12 million in 2028 and \$ 210 million thereafter (through expiration in 2047, exclusive of certain renewal options) and total future minimum fixed payments for operation and maintenance services to be \$ 184 million.

### Lessor Accounting

Sempra Infrastructure is a lessor for certain of its natural gas and ethane pipelines, compressor stations, liquid petroleum gas storage facilities, a rail facility and refined products terminals, which we account for as operating or sales-type leases.

We provide information below for leases for which we are the lessor.

LESSOR INFORMATION ON THE CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS						
(Dollars in millions)						
	Three months ended June 30,			Six months ended June 30,		
	2024	2023		2024	2023	
<b>Sempra – Sales-type leases:</b>						
Interest income	\$ 2	\$ 1		\$ 3	\$ 3	
Total revenues from sales-type leases <sup>(1)</sup>	\$ 2	\$ 1		\$ 3	\$ 3	
<b>Sempra – Operating leases:</b>						
Fixed lease payments	\$ 87	\$ 76		\$ 176	\$ 156	
Variable lease payments	10	14		20	16	
Total revenues from operating leases <sup>(1)</sup>	\$ 97	\$ 90		\$ 196	\$ 172	
Depreciation expense	\$ 18	\$ 15		\$ 36	\$ 30	

<sup>(1)</sup> Included in Revenues: Energy-Related Businesses on the Condensed Consolidated Statements of Operations.

## CONTRACTUAL COMMITMENTS

We discuss below significant changes in the first six months of 2024 to contractual commitments discussed in Note 16 of the Notes to Consolidated Financial Statements in the Annual Report.

### ***Natural Gas Contracts***

SoCalGas' natural gas contracts and transportation commitments have increased by approximately \$ 379 million since December 31, 2023, primarily from entering into new natural gas contracts in the first six months of 2024. At June 30, 2024, we expect future payments to decrease by \$ 1 million in 2024, and increase by \$ 43 million in 2025, \$ 123 million in 2026, \$ 128 million in 2027, and \$ 86 million in 2028 compared to December 31, 2023.

### ***LNG Purchase Agreement***

Sempra Infrastructure has an SPA for the supply of LNG to the ECA Regas Facility. The commitment amount is calculated using a predetermined formula based on estimated forward prices of the index applicable from 2024 to 2029. Although this agreement specifies a number of cargoes to be delivered, under its terms, the supplier may divert certain cargoes, which would reduce amounts paid under the agreement by Sempra Infrastructure. At June 30, 2024, we expect the commitment amount to decrease by \$ 241 million in 2024, increase by \$ 22 million in 2025, \$ 47 million in 2026, \$ 37 million in 2027, \$ 14 million in 2028 and \$ 7 million thereafter (through contract termination in 2029) compared to December 31, 2023, reflecting changes in estimated forward prices since December 31, 2023 and actual transactions for the first six months of 2024. These LNG commitment amounts are based on the assumption that all LNG cargoes under the agreement are delivered, less those already confirmed to be diverted as of June 30, 2024. Actual LNG purchases in the current and prior years have been significantly lower than the maximum amount provided under the agreement due to the supplier electing to divert cargoes as allowed by the agreement.

## ENVIRONMENTAL ISSUES

We disclose any proceeding under environmental laws to which a government authority is a party when the potential monetary sanctions, exclusive of interest and costs, exceed the lesser of \$ 1 million or 1 % of current assets, which was \$ 44 million for Sempra, \$ 15 million for SDG&E and \$ 20 million for SoCalGas at June 30, 2024.

## NOTE 12. SEMPRA – SEGMENT INFORMATION

Sempra has three separately managed reportable segments, as follows:

- *Sempra California* provides natural gas and electric service to Southern California and part of central California through Sempra's wholly owned subsidiaries, SDG&E and SoCalGas.
- *Sempra Texas Utilities* holds our investment in Oncor Holdings, which owns an 80.25 % interest in Oncor, a regulated electric transmission and distribution utility serving customers in the north-central, eastern, western and panhandle regions of Texas; and our indirect 50 % interest in Sharyland Holdings L.P., which owns Sharyland Utilities, a regulated electric transmission utility serving customers near the Texas-Mexico border.
- *Sempra Infrastructure* includes the operating companies of our subsidiary, SI Partners, as well as a holding company and certain services companies. Sempra Infrastructure develops, builds, operates and invests in energy infrastructure to help enable the energy transition in North American markets and globally. Sempra Infrastructure owns a 70 % interest in SI Partners.

The cost of common services shared by the business segments is assigned directly or allocated based on various cost factors, depending on the nature of the service provided. Interest income and expense is recorded on intercompany loans. The loan balances and related interest are eliminated in consolidation.

The following tables show selected information by segment from our Condensed Consolidated Balance Sheets, Condensed Consolidated Statements of Cash Flows and Condensed Consolidated Statements of Operations. Amounts labeled as "All other" in the following tables consist primarily of activities of parent organizations.

SEGMENT INFORMATION			
(Dollars in millions)			
	June 30, 2024	December 31, 2023	
<b>ASSETS</b>			
Sempra California	\$ 54,462	\$ 53,430	
Sempra Texas Utilities	14,940	14,392	
Sempra Infrastructure	21,131	19,430	
All other	963	967	
Intersegment receivables	( 1,023 )	( 1,038 )	
<b>Total</b>	<b>\$ 90,473</b>	<b>\$ 87,181</b>	
<b>EQUITY METHOD AND OTHER INVESTMENTS</b>			
Sempra Texas Utilities	\$ 14,927	\$ 14,380	
Sempra Infrastructure	2,286	2,129	
All other	1	1	
<b>Total</b>	<b>\$ 17,214</b>	<b>\$ 16,510</b>	
Six months ended June 30,			
	2024	2023	
<b>EXPENDITURES FOR PROPERTY, PLANT &amp; EQUIPMENT</b>			
Sempra California	\$ 2,212	\$ 2,200	
Sempra Infrastructure	1,617	2,078	
All other	1	4	
<b>Total</b>	<b>\$ 3,830</b>	<b>\$ 4,282</b>	

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**SEGMENT INFORMATION (CONTINUED)**

(Dollars in millions)

	Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023
<b>REVENUES</b>				
Sempra California	\$ 2,625	\$ 2,700	\$ 5,766	\$ 8,115
Sempra Infrastructure	409	660	928	1,856
Adjustments and eliminations	1	(2)	—	(2)
Intersegment revenues <sup>(1)</sup>	(24)	(23)	(43)	(74)
<b>Total</b>	<b>\$ 3,011</b>	<b>\$ 3,335</b>	<b>\$ 6,651</b>	<b>\$ 9,895</b>
<b>DEPRECIATION AND AMORTIZATION</b>				
Sempra California	\$ 528	\$ 476	\$ 1,049	\$ 944
Sempra Infrastructure	73	70	145	139
All other	2	3	3	5
<b>Total</b>	<b>\$ 603</b>	<b>\$ 549</b>	<b>\$ 1,197</b>	<b>\$ 1,088</b>
<b>INTEREST INCOME</b>				
Sempra California	\$ 5	\$ 5	\$ 8	\$ 10
Sempra Infrastructure	7	6	12	21
All other	6	6	11	10
Intercompany eliminations	(1)	—	(1)	—
<b>Total</b>	<b>\$ 17</b>	<b>\$ 17</b>	<b>\$ 30</b>	<b>\$ 41</b>
<b>INTEREST EXPENSE</b>				
Sempra California	\$ 209	\$ 194	\$ 414	\$ 381
Sempra Infrastructure	—	25	—	120
All other	103	99	203	183
Intercompany eliminations	(1)	(1)	(1)	(1)
<b>Total</b>	<b>\$ 311</b>	<b>\$ 317</b>	<b>\$ 616</b>	<b>\$ 683</b>
<b>INCOME TAX EXPENSE (BENEFIT)</b>				
Sempra California	\$ 44	\$ (17)	\$ 127	\$ 84
Sempra Infrastructure	(133)	201	(24)	531
All other	(41)	(9)	(61)	(64)
<b>Total</b>	<b>\$ (130)</b>	<b>\$ 175</b>	<b>\$ 42</b>	<b>\$ 551</b>
<b>EQUITY EARNINGS</b>				
Equity earnings, before income tax:				
Sempra Texas Utilities	\$ 2	\$ 2	\$ 4	\$ 3
Sempra Infrastructure	158	151	290	282
	160	153	294	285
Equity earnings, net of income tax:				
Sempra Texas Utilities	202	160	385	243
Sempra Infrastructure	71	75	102	79
	273	235	487	322
<b>Total</b>	<b>\$ 433</b>	<b>\$ 388</b>	<b>\$ 781</b>	<b>\$ 607</b>
<b>EARNINGS (LOSSES) ATTRIBUTABLE TO COMMON SHARES</b>				
Sempra California	\$ 316	\$ 339	\$ 898	\$ 957
Sempra Texas Utilities	202	160	385	243
Sempra Infrastructure	291	208	422	523
All other	(96)	(104)	(191)	(151)
<b>Total</b>	<b>\$ 713</b>	<b>\$ 603</b>	<b>\$ 1,514</b>	<b>\$ 1,572</b>

<sup>(1)</sup> Revenues for reportable segments include intersegment revenues of \$ 5 and \$ 19 for the three months ended June 30, 2024 and \$ 10 and \$ 33 for the six months ended June 30, 2024; \$ 4 and \$ 19 for the three months ended June 30, 2023 and \$ 9 and \$ 65 for the six months ended June 30, 2023 for Sempra California and Sempra Infrastructure, respectively.



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## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

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### OVERVIEW

This combined MD&A includes the operational and financial results of the following three Registrants:

- *Sempra* is a California-based holding company with energy infrastructure investments in North America. Our businesses invest in, develop and operate energy infrastructure, and provide electric and gas services to customers.
- *SDG&E* is a regulated public utility that provides electric service to San Diego and southern Orange counties and natural gas service to San Diego County.
- *SoCalGas* is a regulated public natural gas distribution utility, serving customers throughout most of Southern California and part of central California.

This combined MD&A should be read in conjunction with the Condensed Consolidated Financial Statements and the Notes thereto in this report, and the Consolidated Financial Statements and the Notes thereto, "Part I – Item 1A. Risk Factors" and "Part II – Item 7. MD&A" in the Annual Report.

In the fourth quarter of 2023, Sempra realigned its reportable segments to reflect changes in how the CODM oversees our three platforms: Sempra California, Sempra Texas Utilities and Sempra Infrastructure. Our former SDG&E and SoCalGas reportable segments were combined into one operating and reportable segment, Sempra California, which is consistent with how the CODM assesses performance due to the similarities of their operations, including geographic location and regulatory framework in California.

Sempra's historical segment disclosures have been restated to conform with the current presentation, so that all discussions reflect the revised segment information of its three reportable segments:

- Sempra California
- Sempra Texas Utilities
- Sempra Infrastructure

SDG&E and SoCalGas each has one reportable segment.

### RESULTS OF OPERATIONS BY REGISTRANT

Throughout the MD&A, our references to earnings represent earnings attributable to common shares. Variance amounts presented are the after-tax earnings impact (based on applicable statutory tax rates unless otherwise noted) and after NCI but before foreign currency and inflation effects, where applicable.



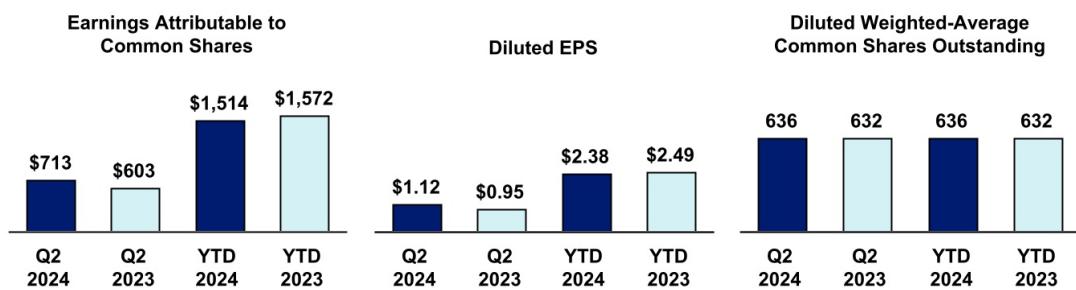
We discuss herein Sempra's results of operations and significant changes in earnings (losses), revenues and costs by segment, as well as Parent and other, for the three months (Q2) and six months (YTD) ended June 30, 2024 compared to the same periods in 2023. We also discuss herein the impact of foreign currency and inflation rates on Sempra's results of operations.

Sempra California recorded CPUC-authorized base revenues in the three months and six months ended June 30, 2024 based on 2023 levels authorized under the 2019 GRC because a final decision in the 2024 GRC remains pending.

## RESULTS OF OPERATIONS

### RESULTS OF OPERATIONS

(Dollars and shares in millions, except per share amounts)



### EARNINGS (LOSSES) BY SEGMENT

(Dollars in millions)

	Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023
<b>Sempra:</b>				
Sempra California	\$ 316	\$ 339	\$ 898	\$ 957
Sempra Texas Utilities	202	160	385	243
Sempra Infrastructure	291	208	422	523
Parent and other <sup>(1)</sup>	(96)	(104)	(191)	(151)
<b>Earnings attributable to common shares</b>	<b>\$ 713</b>	<b>\$ 603</b>	<b>\$ 1,514</b>	<b>\$ 1,572</b>

<sup>(1)</sup> Includes intercompany eliminations recorded in consolidation and certain corporate costs.

#### Sempra California

Sempra California's earnings are comprised of SDG&E and SoCalGas. Because changes in SDG&E's and SoCalGas' cost of natural gas and/or electricity are recovered in rates, changes in these costs are offset in the changes in revenues and therefore do not impact earnings, other than potential impacts related to the GCIM for SoCalGas that we describe below. In addition to the changes in cost or market prices, natural gas or electric revenues recorded during a period are impacted by the difference between customer billings and recorded or CPUC-authorized amounts. These differences are required to be balanced over time, resulting in over- and undercollected regulatory balancing accounts. We discuss balancing accounts and their effects further in Note 4 of the Notes to Condensed Consolidated Financial Statements in this report and in Note 4 of the Notes to Consolidated Financial Statements in the Annual Report.

In the three months ended June 30, 2024 compared to the same period in 2023, the decrease in earnings of \$23 million (7%) to \$316 million was primarily due to:

- \$37 million lower income tax benefits primarily from flow-through items, which includes \$25 million related to income tax benefits in 2023 for previously unrecognized income tax benefits pertaining to gas repairs expenditures
- \$21 million regulatory awards approved by the CPUC in 2023
- \$11 million higher net interest expense

Offset by:

- \$26 million higher CPUC base operating margin, net of operating expenses, including higher authorized cost of capital. Sempra California recorded CPUC-authorized revenues based on 2023 authorized levels
- \$8 million higher electric transmission margin

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In the six months ended June 30, 2024 compared to the same period in 2023, the decrease in earnings of \$59 million (6%) to \$898 million was primarily due to:

- \$51 million lower income tax benefits primarily from flow-through items, which includes \$25 million related to income tax benefits in 2023 for previously unrecognized income tax benefits pertaining to gas repairs expenditures
- \$26 million higher net interest expense
- \$21 million regulatory awards approved by the CPUC in 2023

Offset by:

- \$14 million higher CPUC base operating margin, net of operating expenses, including higher authorized cost of capital. Sempra California recorded CPUC-authorized revenues based on 2023 authorized levels
- \$12 million higher electric transmission margin
- \$5 million higher AFUDC equity

### **Sempra Texas Utilities**

In the three months ended June 30, 2024 compared to the same period in 2023, the increase in earnings of \$42 million (26%) to \$202 million was primarily due to higher equity earnings from Oncor Holdings driven by:

- higher revenues primarily attributable to:
  - rate updates to reflect increases in invested capital
  - increases in transmission billing units
  - higher customer consumption primarily attributable to weather
  - new base rates implemented in May 2023
  - customer growth

Offset by:

- higher interest expense and depreciation expense attributable to invested capital
- higher O&M

In the six months ended June 30, 2024 compared to the same period in 2023, the increase in earnings of \$142 million to \$385 million was primarily due to higher equity earnings from Oncor Holdings driven by:

- higher revenues primarily attributable to:
  - rate updates to reflect increases in invested capital
  - increases in transmission billing units
  - higher customer consumption primarily attributable to weather
  - new base rates implemented in May 2023
  - customer growth
- write-off of rate base disallowances in 2023 resulting from the PUCT's final order in Oncor's comprehensive base rate review

Offset by:

- higher interest expense and depreciation expense attributable to invested capital
- higher O&M

### **Sempra Infrastructure**

In the three months ended June 30, 2024 compared to the same period in 2023, the increase in earnings of \$83 million (40%) to \$291 million was primarily due to:

- \$247 million favorable impact from foreign currency and inflation effects on our monetary positions in Mexico, comprised of a \$153 million favorable impact in 2024 compared to a \$94 million unfavorable impact in 2023
- \$13 million from \$3 million net interest income in 2024 compared to \$10 million net interest expense in 2023 primarily due to higher capitalization of interest expense on projects under construction

Offset by:

- \$91 million from asset and supply optimization driven by unrealized losses in 2024 compared to unrealized gains in 2023 on commodity derivatives due to changes in natural gas prices
- \$48 million from the transportation business driven by lower equity earnings and revenues, including the cumulative impact of new tariffs going into effect in June 2023 for certain pipelines in Mexico

- \$13 million from \$7 million net income tax expense in 2024 compared to \$6 million net income tax benefit in 2023 primarily from the remeasurement of certain deferred income taxes
- \$12 million higher O&M and lower revenues from a provision for expected credit losses on a customer's past due receivable balance
- \$12 million from TdM driven by unrealized losses in 2024 compared to unrealized gains in 2023 on commodity derivatives due to changes in power and natural gas prices

In the six months ended June 30, 2024 compared to the same period in 2023, the decrease in earnings of \$101 million (19%) to \$422 million was primarily due to:

- \$394 million from asset and supply optimization driven by unrealized losses in 2024 compared to unrealized gains in 2023 on commodity derivatives due to changes in natural gas prices and lower LNG diversion fees
- \$62 million from the transportation business driven by lower equity earnings and revenues, including the cumulative impact of new tariffs going into effect in June 2023 for certain pipelines in Mexico and a customer's early termination of firm transportation agreements in 2023
- \$24 million higher O&M and lower revenues from a provision for expected credit losses on a customer's past due receivable balance

Offset by:

- \$315 million favorable impact from foreign currency and inflation effects on our monetary positions in Mexico, comprised of a \$112 million favorable impact in 2024 compared to a \$203 million unfavorable impact in 2023
- \$54 million from \$6 million net interest income in 2024 compared to \$48 million net interest expense in 2023 primarily due to higher capitalization of interest expense on projects under construction and \$17 million net unrealized losses in 2023 on a contingent interest rate swap related to the PA LNG Phase 1 project
- \$11 million lower income tax expense primarily from the remeasurement of certain deferred income taxes
- \$9 million from TdM driven by lower natural gas prices and higher volumes net of unrealized losses in 2024 compared to unrealized gains in 2023 on commodity derivatives due to changes in power and natural gas prices

#### **Parent and Other**

In the three months ended June 30, 2024 compared to the same period in 2023, the decrease in losses of \$8 million (8%) to \$96 million was primarily due to:

- \$31 million from \$13 million income tax benefit in 2024 compared to \$18 million income tax expense in 2023 from the interim period application of an annual forecasted consolidated ETR

Offset by:

- \$6 million from higher net interest expense
- \$5 million related to settlement charges from our non-qualified pension plan in 2024

In the six months ended June 30, 2024 compared to the same period in 2023, the increase in losses of \$40 million (26%) to \$191 million was primarily due to:

- \$17 million from higher net interest expense
- \$11 million lower income tax benefit from the interim period application of an annual forecasted consolidated ETR
- \$5 million related to settlement charges from our non-qualified pension plan in 2024

## SIGNIFICANT CHANGES IN REVENUES AND COSTS

The regulatory framework permits SDG&E and SoCalGas to recover certain program expenditures and other costs authorized by the CPUC (referred to as "refundable programs").

### **Utilities: Natural Gas Revenues and Cost of Natural Gas**

Our utilities revenues include natural gas revenues at Sempra California and Sempra Infrastructure, which includes Ecogas. Intercompany revenues are eliminated in Sempra's Condensed Consolidated Statements of Operations.

SoCalGas and SDG&E operate under a regulatory framework that permits the cost of natural gas purchased for customers (residential and small commercial and industrial customers, also referred to as core customers for SoCalGas) to be passed through to customers in rates substantially as incurred and without markup. The GCIM provides for SoCalGas to share in the savings and/or costs from buying natural gas for its core customers at prices below or above monthly market-based benchmarks. This mechanism permits full recovery of costs incurred when average purchase costs are within a price range around the benchmark price. Any higher costs incurred or savings realized outside this range are shared between SoCalGas and its core customers. We provide further discussion in Note 3 of the Notes to Consolidated Financial Statements in the Annual Report.

UTILITIES: NATURAL GAS REVENUES AND COST OF NATURAL GAS						
(Dollars in millions)						
	Three months ended June 30,			Six months ended June 30,		
	2024	2023		2024	2023	
<b>Sempra:</b>						
Natural gas revenues:						
Sempra California	\$ 1,480	\$ 1,645		\$ 3,564	\$ 6,032	
Sempra Infrastructure	18	19		48	49	
Eliminations and adjustments	(4)	(4)		(9)	(9)	
Total	\$ 1,494	\$ 1,660		\$ 3,603	\$ 6,072	
Cost of natural gas <sup>(1)</sup> :						
Sempra California	\$ 136	\$ 314		\$ 680	\$ 3,026	
Sempra Infrastructure	5	2		14	1	
Eliminations and adjustments	(4)	(5)		(3)	(33)	
Total	\$ 137	\$ 311		\$ 691	\$ 2,994	

<sup>(1)</sup> Excludes depreciation and amortization, which are presented separately on Sempra's Condensed Consolidated Statements of Operations.

In the three months ended June 30, 2024 compared to the same period in 2023, Sempra's natural gas revenues decreased by \$166 million (10%) to \$1.5 billion driven by Sempra California, which included:

- \$178 million decrease in cost of natural gas sold, which we discuss below
- \$33 million lower regulatory revenues in 2024 from adopting a change in tax accounting method for gas repairs expenditures, which are offset in income tax benefit (expense)
- \$29 million regulatory awards approved by the CPUC in 2023

Offset by:

- \$37 million higher revenues from incremental and balanced capital projects, including higher authorized cost of capital
- \$26 million lower regulatory revenues in 2023 from the recognition of previously unrecognized income tax benefits pertaining to gas repairs expenditures, which are offset in income tax benefit (expense)
- \$15 million higher CPUC-authorized revenues attributable to higher authorized cost of capital
- \$7 million higher revenues associated with refundable programs, which are fully offset in O&M

In the three months ended June 30, 2024 compared to the same period in 2023, Sempra's cost of natural gas decreased by \$174 million to \$137 million driven by Sempra California, which included:

- \$163 million lower average natural gas prices
- \$15 million lower volumes driven by weather

In the six months ended June 30, 2024 compared to the same period in 2023, Sempra's natural gas revenues decreased by \$2.5 billion (41%) to \$3.6 billion driven by Sempra California, which included:

- \$2.3 billion decrease in cost of natural gas sold, which we discuss below

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- \$109 million lower regulatory revenues in 2024 from adopting a change in tax accounting method for gas repairs expenditures, which are offset in income tax benefit (expense)
- \$47 million lower revenues from an \$8 million credit in 2024 compared to \$39 million cost in 2023 for the non-service components of net periodic benefit cost, which fully offsets in other income, net
- \$33 million lower franchise fee revenues
- \$29 million regulatory awards approved by the CPUC in 2023
- \$10 million lower revenues associated with refundable programs, which are fully offset in O&M

Offset by:

- \$49 million higher revenues from incremental and balanced capital projects, including higher authorized cost of capital
- \$36 million higher CPUC-authorized revenues attributable to higher authorized cost of capital
- \$26 million lower regulatory revenues in 2023 from the recognition of previously unrecognized income tax benefits pertaining to gas repairs expenditures, which are offset in income tax benefit (expense)

In the six months ended June 30, 2024 compared to the same period in 2023, Sempra's cost of natural gas decreased by \$2.3 billion to \$691 million driven by Sempra California, which included:

- \$2.0 billion lower average natural gas prices
- \$385 million lower volumes driven by weather

#### **Utilities: Electric Revenues and Cost of Electric Fuel and Purchased Power**

Our utilities revenues include electric revenues at Sempra California, substantially all of which is at SDG&E. Intercompany revenues are eliminated in Sempra's Condensed Consolidated Statements of Operations.

SDG&E operates under a regulatory framework that permits it to recover the actual cost incurred to generate or procure electricity based on annual estimates of the cost of electricity supplied to customers. The differences in cost between estimates and actual are recovered or refunded in subsequent periods through rates.

Utility cost of electric fuel and purchased power includes utility-owned generation, power purchased from third parties, and net power purchases and sales to/from the California ISO.

UTILITIES: ELECTRIC REVENUES AND COST OF ELECTRIC FUEL AND PURCHASED POWER						
(Dollars in millions)						
Sempra:	Three months ended June 30,			Six months ended June 30,		
	2024	2023		2024	2023	
<b>Sempra:</b>						
Electric revenues:						
Sempra California	\$ 1,145	\$ 1,055		\$ 2,202	\$ 2,083	
Eliminations and adjustments	(1)	(1)		(2)	(2)	
Total	\$ 1,144	\$ 1,054		\$ 2,200	\$ 2,081	
Cost of electric fuel and purchased power <sup>(1)</sup> :						
Sempra California	\$ 175	\$ 107		\$ 282	\$ 242	
Eliminations and adjustments	(19)	(19)		(37)	(40)	
Total	\$ 156	\$ 88		\$ 245	\$ 202	

<sup>(1)</sup> Excludes depreciation and amortization, which are presented separately on Sempra's Condensed Consolidated Statements of Operations.

In the three months ended June 30, 2024 compared to the same period in 2023, Sempra's electric revenues increased by \$90 million (9%) remaining at \$1.1 billion driven by Sempra California, which included:

- \$68 million higher cost of electric fuel and purchased power, which we discuss below
- \$43 million higher revenues from incremental and balanced capital projects, including higher authorized cost of capital
- \$30 million lower ITCs from standalone energy storage projects, which are offset in income tax benefit (expense)
- \$18 million higher revenues from transmission operations

Offset by:

- \$35 million lower revenues associated with refundable programs, which are fully offset in O&M
- \$7 million lower franchise fee revenues
- \$5 million lower CPUC-authorized revenues offset by higher authorized cost of capital

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In the three months ended June 30, 2024 compared to the same period in 2023, Sempra's cost of electric fuel and purchased power increased by \$68 million to \$156 million driven by Sempra California, which included:

- \$120 million lower sales to the California ISO due to lower market prices
- \$37 million higher purchased power primarily due to change in excess capacity sales

Offset by:

- \$85 million lower purchased power from the California ISO due to lower market prices

In the six months ended June 30, 2024 compared to the same period in 2023, Sempra's electric revenues increased by \$119 million (6%) to \$2.2 billion driven by Sempra California, which included:

- \$88 million lower ITCs from standalone energy storage projects, which are offset in income tax benefit (expense)
- \$66 million higher revenues from incremental and balanced capital projects, including higher authorized cost of capital
- \$40 million higher cost of electric fuel and purchased power, which we discuss below
- \$30 million higher revenues from transmission operations
- \$5 million higher CPUC-authorized revenues attributable to higher authorized cost of capital

Offset by:

- \$65 million lower revenues associated with refundable programs, which are fully offset in O&M
- \$12 million lower revenues from a \$6 million credit in 2024 compared to \$6 million cost in 2023 for the non-service components of net periodic benefit cost, which fully offsets in other income, net
- \$8 million lower franchise fee revenues

In the six months ended June 30, 2024 compared to the same period in 2023, Sempra's cost of electric fuel and purchased power increased by \$43 million (21%) to \$245 million driven by Sempra California, which included:

- \$214 million lower sales to the California ISO due to lower market prices
- \$77 million realized gains in 2023 on derivative contracts for fixed-price natural gas, which are entered into to hedge the cost of electric fuel

Offset by:

- \$185 million lower purchased power from the California ISO due to lower market prices
- \$65 million lower utility-owned generation costs

### **Energy-Related Businesses: Revenues and Cost of Sales**

#### **ENERGY-RELATED BUSINESSES: REVENUES AND COST OF SALES**

(Dollars in millions)

	Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023
<b>Sempra:</b>				
Revenues:				
Sempra Infrastructure	\$ 391	\$ 641	\$ 880	\$ 1,807
Parent and other <sup>(1)</sup>	(18)	(20)	(32)	(65)
<b>Total</b>	<b>\$ 373</b>	<b>\$ 621</b>	<b>\$ 848</b>	<b>\$ 1,742</b>
Cost of sales <sup>(2)</sup> :				
Sempra Infrastructure	\$ 54	\$ 81	\$ 163	\$ 274
<b>Total</b>	<b>\$ 54</b>	<b>\$ 81</b>	<b>\$ 163</b>	<b>\$ 274</b>

<sup>(1)</sup> Includes eliminations of intercompany activity.

<sup>(2)</sup> Excludes depreciation and amortization, which are presented separately on Sempra's Condensed Consolidated Statements of Operations.

In the three months ended June 30, 2024 compared to the same period in 2023, Sempra's revenues from energy-related businesses decreased by \$248 million (40%) to \$373 million primarily due to:

- \$246 million from asset and supply optimization from contracts to sell natural gas and LNG to third parties, including:
  - \$240 million primarily driven by \$12 million unrealized losses in 2024 compared to \$199 million unrealized gains in 2023 on commodity derivatives
- \$11 million lower pipeline revenue

Offset by:

- \$10 million from TdM mainly due to higher volumes

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In the three months ended June 30, 2024 compared to the same period in 2023, Sempra's cost of sales from energy-related businesses decreased by \$27 million (33%) to \$54 million primarily due to:

- \$34 million driven by lower natural gas purchases related to asset and supply optimization

Offset by:

- \$9 million at TdM driven by higher volumes

In the six months ended June 30, 2024 compared to the same period in 2023, Sempra's revenues from energy-related businesses decreased by \$894 million to \$848 million primarily due to:

- \$857 million from asset and supply optimization from contracts to sell natural gas and LNG to third parties, including:
  - \$750 million primarily driven by \$34 million unrealized losses in 2024 compared to \$617 million unrealized gains in 2023 on commodity derivatives and \$155 million primarily from lower natural gas prices
  - \$98 million primarily from lower diversion fees due to lower natural gas prices
- \$42 million lower transportation revenues primarily from a customer's early termination of firm transportation agreements in the first quarter of 2023
- \$21 million lower pipeline revenue
- \$2 million from TdM mainly due to \$37 million from lower power prices offset by \$32 million from higher volumes

In the six months ended June 30, 2024 compared to the same period in 2023, Sempra's cost of sales from energy-related businesses decreased by \$111 million (41%) to \$163 million primarily due to:

- \$66 million at TdM driven by \$87 million from lower natural gas prices offset by \$14 million from higher volumes
- \$42 million driven by lower natural gas prices related to asset and supply optimization

## ***Operation and Maintenance***

In the three months ended June 30, 2024 compared to the same period in 2023, Sempra's O&M decreased by \$33 million (2%) to \$1.3 billion primarily due to:

- \$62 million decrease at Sempra California due to:
  - \$34 million lower non-refundable operating costs
  - \$28 million lower expenses associated with refundable programs, which costs are recovered in revenue

Offset by:

- \$24 million increase at Sempra Infrastructure due to:
  - \$14 million from a provision for expected credit losses on a customer's past due receivable balance
  - \$9 million higher development costs and certain non-capitalized expenses from projects under construction

In the six months ended June 30, 2024 compared to the same period in 2023, Sempra's O&M decreased by \$30 million (1%) to \$2.5 billion primarily due to:

- \$92 million decrease at Sempra California due to:
  - \$75 million lower expenses associated with refundable programs, which costs are recovered in revenue
  - \$17 million lower non-refundable operating costs

Offset by:

- \$53 million increase at Sempra Infrastructure due to:
  - \$25 million from a provision for expected credit losses on a customer's past due receivable balance
  - \$17 million higher development costs and certain non-capitalized expenses from projects under construction
  - \$5 million higher purchased services

## ***Other Income, Net***

In the six months ended June 30, 2024 compared to the same period in 2023, Sempra's other income, net, increased by \$57 million to \$129 million primarily due to:

- \$47 million lower non-service components of net periodic benefit cost primarily at Sempra California
- \$5 million higher AFUDC equity at Sempra California
- \$5 million higher net interest income on regulatory balancing accounts at Sempra California

Offset by:

- \$8 million gains in 2023 from impacts associated with interest rate and foreign exchange instruments and foreign currency transactions at Sempra Infrastructure primarily due to cross-currency swaps as a result of fluctuation of the Mexican peso

### **Interest Expense**

In the three months ended June 30, 2024 compared to the same period in 2023, Sempra's interest expense decreased by \$6 million (2%) to \$311 million primarily due to:

- \$25 million at Sempra Infrastructure primarily from lower interest expense due to higher capitalization of interest expense on projects under construction

Offset by:

- \$15 million at Sempra California primarily from higher debt balances from debt issuances

In the six months ended June 30, 2024 compared to the same period in 2023, Sempra's interest expense decreased by \$67 million (10%) to \$616 million primarily due to:

- \$120 million at Sempra Infrastructure primarily from:
  - \$54 million lower interest expense due to higher capitalization of interest expense on projects under construction
  - \$47 million interest expense in 2023 comprised of \$33 million net unrealized losses and \$14 million settlement on a contingent interest rate swap related to the PA LNG Phase 1 project

Offset by:

- \$33 million at Sempra California primarily from higher debt balances from debt issuances
- \$20 million at Parent and other primarily from higher interest expense due to higher debt balances from debt issuances, offset by capitalization of interest expense in 2024 on projects under construction at Sempra Infrastructure

### **Income Taxes**

#### **INCOME TAX (BENEFIT) EXPENSE AND EFFECTIVE INCOME TAX RATES**

*(Dollars in millions)*

	Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023
<b>Sempra:</b>				
Income tax (benefit) expense	\$ (130)	\$ 175	\$ 42	\$ 551
Income before income taxes and equity earnings	\$ 308	\$ 523	\$ 1,013	\$ 1,852
Equity earnings, before income tax <sup>(1)</sup>	160	153	294	285
Pretax income	\$ 468	\$ 676	\$ 1,307	\$ 2,137
Effective income tax rate	(28)%	26 %	3 %	26 %

<sup>(1)</sup> We discuss how we recognize equity earnings in Note 6 of the Notes to Consolidated Financial Statements in the Annual Report.

We report as part of our pretax results the income or loss attributable to NCI. However, we do not record income taxes for a portion of this income or loss, as some of our entities with NCI are currently treated as partnerships for U.S. income tax purposes, and thus we are only liable for income taxes on the portion of the earnings that are allocated to us. Our pretax income, however, includes 100% of these entities. If our entities with NCI grow, and if we continue to invest in such entities, the impact on our ETR may become more significant.

In April 2023, the IRS issued Revenue Procedure 2023-15, which provides a safe harbor method of accounting for gas repairs expenditures. Sempra intends to elect this change in tax accounting method in its consolidated 2023 income tax return filing and has applied this methodology in the calculation of its 2024 forecasted ETR.

Sempra records regulatory liabilities for benefits that will be flowed through to customers in the future.

In the three months ended June 30, 2024 compared to the same period in 2023, Sempra had an income tax benefit in 2024 compared to income tax expense in 2023 primarily due to:

- \$303 million from \$186 million income tax benefit in 2024 compared to \$117 million income tax expense in 2023 from foreign currency and inflation effects on our monetary positions in Mexico
- \$31 million from \$13 million income tax benefit in 2024 compared to \$18 million income tax expense in 2023 from the interim period application of an annual forecasted consolidated ETR

- higher income tax benefits from flow-through items, including an income tax benefit in 2024 from adopting a change in tax accounting method for gas repairs expenditures
- lower pretax income

Offset by:

- \$43 million income tax benefit in 2023 from the recognition of previously unrecognized income tax benefits pertaining to gas repairs expenditures
- lower income tax benefit from lower ITCs from standalone energy storage projects under the IRA

In the six months ended June 30, 2024 compared to the same period in 2023, Sempra's income tax expense decreased by \$509 million primarily due to:

- \$385 million from \$133 million income tax benefit in 2024 compared to \$252 million income tax expense in 2023 from foreign currency and inflation effects on our monetary positions in Mexico
- lower pretax income
- higher income tax benefits from flow-through items, including an income tax benefit in 2024 from adopting a change in tax accounting method for gas repairs expenditures

Offset by:

- lower income tax benefit from lower ITCs from standalone energy storage projects under the IRA
- \$43 million income tax benefit in 2023 from the recognition of previously unrecognized income tax benefits pertaining to gas repairs expenditures

We discuss the impact of foreign currency exchange rates and inflation on income taxes below in "Impact of Foreign Currency and Inflation Rates on Results of Operations." See Note 1 of the Notes to Condensed Consolidated Financial Statements in this report and Notes 1 and 8 of the Notes to Consolidated Financial Statements in the Annual Report for further details about our accounting for income taxes and items subject to flow-through treatment.

### ***Equity Earnings***

In the three months ended June 30, 2024 compared to the same period in 2023, Sempra's equity earnings increased by \$45 million (12%) to \$433 million primarily due to:

- \$43 million at IMG due to income tax benefit in 2024 compared to an income tax expense in 2023 primarily from foreign currency and inflation effects
- \$42 million at Oncor Holdings driven by:
  - higher revenues primarily attributable to:
    - rate updates to reflect increases in invested capital
    - increases in transmission billing units
    - higher customer consumption primarily attributable to weather
    - new base rates implemented in May 2023
    - customer growth

Offset by:

- higher interest expense and depreciation expense attributable to invested capital
- higher O&M

Offset by:

- \$47 million at TAG Norte from the cumulative impact of new tariffs going into effect in June 2023 offset by income tax benefit in 2024 compared to an income tax expense in 2023

In the six months ended June 30, 2024 compared to the same period in 2023, Sempra's equity earnings increased by \$174 million (29%) to \$781 million primarily due to:

- \$142 million at Oncor Holdings driven by:
  - higher revenues primarily attributable to
    - rate updates to reflect increases in invested capital
    - increases in transmission billing units
    - higher customer consumption primarily attributable to weather
    - new base rates implemented in May 2023
    - customer growth
  - write-off of rate base disallowances in 2023 resulting from the PUCT's final order in Oncor's comprehensive base rate review

Offset by:

- higher interest expense and depreciation expense attributable to invested capital
- higher O&M

- \$58 million at IMG due to income tax benefit in 2024 compared to an income tax expense in 2023 primarily from foreign currency and inflation effects

Offset by:

- \$35 million at TAG Norte primarily from the cumulative impact of new tariffs going into effect in June 2023 offset by lower income tax expense

#### ***Earnings Attributable to Noncontrolling Interests***

In the three months ended June 30, 2024 compared to the same period in 2023, Sempra's earnings attributable to NCI increased by \$25 million (21%) to \$146 million primarily due to an increase in SI Partners' net income.

In the six months ended June 30, 2024 compared to the same period in 2023, Sempra's earnings attributable to NCI decreased by \$98 million (31%) to \$215 million primarily due to a decrease in SI Partners' net income.

#### **IMPACT OF FOREIGN CURRENCY AND INFLATION RATES ON RESULTS OF OPERATIONS**

Because our natural gas distribution utility in Mexico, Ecogas, uses its local currency as its functional currency, revenues and expenses are translated into U.S. dollars at average exchange rates for the period for consolidation in Sempra's results of operations. We discuss further the impact of foreign currency and inflation rates on results of operations, including impacts on income taxes and related hedging activity, in "Part II – Item 7. MD&A – Impact of Foreign Currency and Inflation Rates on Results of Operations" in the Annual Report.

#### ***Foreign Currency Translation***

Any difference in average exchange rates used for the translation of income statement activity from year to year can cause a variance in Sempra's comparative results of operations. In the three months and six months ended June 30, 2024 compared to the same periods in 2023, the change in our earnings as a result of foreign currency translation rates was negligible.

### Transactional Impacts

Income statement activities at our foreign operations and their JVs are also impacted by transactional gains and losses, a summary of which is shown in the table below:

TRANSACTIONAL (LOSSES) GAINS FROM FOREIGN CURRENCY AND INFLATION EFFECTS					
(Dollars in millions)					
	Total reported amounts		Transactional (losses) gains included in reported amounts		
	Three months ended June 30,				
	2024	2023	2024	2023	
Other income, net	\$ 30	\$ 31	\$ (1)	\$ 2	
Income tax benefit (expense)	130	(175)	186	(117)	
Equity earnings	433	388	38	(20)	
Net income	871	736	223	(135)	
Earnings attributable to noncontrolling interests	(146)	(121)	(71)	42	
Earnings attributable to common shares	713	603	152	(93)	
Six months ended June 30,					
	2024	2023	2024	2023	
Other income, net	\$ 129	\$ 72	\$ —	\$ 8	
Income tax benefit (expense)	(42)	(551)	133	(252)	
Equity earnings	781	607	30	(51)	
Net income	1,752	1,908	163	(295)	
Earnings attributable to noncontrolling interests	(215)	(313)	(52)	93	
Earnings attributable to common shares	1,514	1,572	111	(202)	



We discuss herein SDG&E's results of operations and significant changes in earnings, revenues and costs for the three months (Q2) and six months (YTD) ended June 30, 2024 compared to the same periods in 2023.

SDG&E recorded CPUC-authorized base revenues in the three months and six months ended June 30, 2024 based on 2023 levels authorized under the 2019 GRC because a final decision in the 2024 GRC remains pending.

### RESULTS OF OPERATIONS

#### RESULTS OF OPERATIONS

(Dollars in millions)



In the three months ended June 30, 2024 compared to the same period in 2023, the increase in earnings of \$2 million (1%) to \$186 million was primarily due to:

- \$8 million higher electric transmission margin
- \$5 million higher CPUC base operating margin, net of operating expenses, including higher authorized cost of capital. SDG&E recorded CPUC-authorized revenues based on 2023 authorized levels

Offset by:

- \$7 million higher net interest expense
- \$5 million lower income tax benefits primarily from flow-through items

In the six months ended June 30, 2024 compared to the same period in 2023, the decrease in earnings of \$33 million (7%) to \$409 million was primarily due to:

- \$16 million lower CPUC base operating margin, net of operating expenses, offset by higher authorized cost of capital. SDG&E recorded CPUC-authorized revenues based on 2023 authorized levels
- \$15 million higher net interest expense
- \$8 million lower income tax benefits primarily from flow-through items
- \$7 million lower AFUDC equity

Offset by:

- \$12 million higher electric transmission margin

## **SIGNIFICANT CHANGES IN REVENUES AND COSTS**

### ***Electric Revenues and Cost of Electric Fuel and Purchased Power***

In the three months ended June 30, 2024 compared to the same period in 2023, SDG&E's electric revenues increased by \$91 million (9%) to \$1.1 billion primarily due to:

- \$68 million higher cost of electric fuel and purchased power, which we discuss below
- \$43 million higher revenues from incremental and balanced capital projects, including higher authorized cost of capital
- \$30 million lower ITCs from standalone energy storage projects, which are offset in income tax expense
- \$18 million higher revenues from transmission operations

Offset by:

- \$35 million lower revenues associated with refundable programs, which are fully offset in O&M
- \$7 million lower franchise fee revenues
- \$5 million lower CPUC-authorized revenues offset by higher authorized cost of capital

In the three months ended June 30, 2024 compared to the same period in 2023, SDG&E's cost of electric fuel and purchased power increased by \$68 million to \$175 million primarily due to:

- \$120 million lower sales to the California ISO due to lower market prices
- \$37 million higher purchased power primarily due to change in excess capacity sales

Offset by:

- \$85 million lower purchased power from the California ISO due to lower market prices

In the six months ended June 30, 2024 compared to the same period in 2023, SDG&E's electric revenues increased by \$120 million (6%) to \$2.2 billion primarily due to:

- \$88 million lower ITCs from standalone energy storage projects, which are offset in income tax expense
- \$66 million higher revenues from incremental and balanced capital projects, including higher authorized cost of capital
- \$40 million higher cost of electric fuel and purchased power, which we discuss below
- \$30 million higher revenues from transmission operations
- \$5 million higher CPUC-authorized revenues attributable to higher authorized cost of capital

Offset by:

- \$65 million lower revenues associated with refundable programs, which are fully offset in O&M
- \$12 million lower revenues from a \$6 million credit in 2024 compared to \$6 million cost in 2023 for the non-service components of net periodic benefit cost, which fully offsets in other income, net

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- \$8 million lower franchise fee revenues

In the six months ended June 30, 2024 compared to the same period in 2023, SDG&E's cost of electric fuel and purchased power increased by \$40 million (17%) to \$282 million primarily due to:

- \$214 million lower sales to the California ISO due to lower market prices
- \$77 million realized gains in 2023 on derivative contracts for fixed-price natural gas, which are entered into to hedge the cost of electric fuel

Offset by:

- \$185 million lower purchased power from the California ISO due to lower market prices
- \$65 million lower utility-owned generation costs

### ***Natural Gas Revenues and Cost of Natural Gas***

In the three months ended June 30, 2024 and 2023, SDG&E's average cost of natural gas per thousand cubic feet was \$3.53 and \$3.69, respectively. In the six months ended June 30, 2024 and 2023, SDG&E's average cost of natural gas per thousand cubic feet was \$5.08 and \$13.38, respectively. The average cost of natural gas sold at SDG&E is impacted by market prices, as well as transportation, tariff and other charges.

In the three months ended June 30, 2024 compared to the same period in 2023, SDG&E's natural gas revenues increased by \$2 million (1%) to \$206 million primarily due to:

- \$12 million higher revenues from incremental and balanced capital projects, including higher authorized cost of capital

Offset by:

- \$9 million lower regulatory revenues in 2024 from adopting a change in tax accounting method for gas repairs expenditures, which are offset in income tax expense

In the six months ended June 30, 2024 compared to the same period in 2023, SDG&E's natural gas revenues decreased by \$301 million (36%) to \$525 million primarily due to:

- \$278 million decrease in cost of natural gas sold, which we discuss below
- \$25 million lower regulatory revenues in 2024 from adopting a change in tax accounting method for gas repairs expenditures, which are offset in income tax expense
- \$7 million lower franchise fee revenues

Offset by:

- \$12 million higher revenues from incremental and balanced capital projects, including higher authorized cost of capital

In the six months ended June 30, 2024 compared to the same period in 2023, SDG&E's cost of natural gas decreased by \$278 million to \$139 million primarily due to:

- \$227 million lower average natural gas prices
- \$51 million lower volumes driven by weather

### ***Operation and Maintenance***

In the three months ended June 30, 2024 compared to the same period in 2023, SDG&E's O&M decreased by \$51 million (11%) to \$423 million due to:

- \$33 million lower expenses associated with refundable programs, which costs are recovered in revenue
- \$18 million lower non-refundable operating costs

In the six months ended June 30, 2024 compared to the same period in 2023, SDG&E's O&M decreased by \$67 million (7%) to \$834 million due to lower expenses associated with refundable programs, which costs are recovered in revenue.

### ***Other Income, Net***

In the six months ended June 30, 2024 compared to the same period in 2023, SDG&E's other income, net, increased by \$6 million (12%) to \$56 million primarily due to:

- \$16 million increase from a \$7 million credit in 2024 compared to \$9 million cost in 2023 for the non-service components of net periodic benefit cost

Offset by:

- \$7 million lower AFUDC equity

### Interest Expense

In the three months and six months ended June 30, 2024 compared to the same periods in 2023, SDG&E's interest expense increased by \$8 million (7%) to \$131 million and \$18 million (7%) to \$259 million, respectively, primarily from higher debt balances from debt issuances.

### Income Taxes

#### INCOME TAX EXPENSE AND EFFECTIVE INCOME TAX RATES

(Dollars in millions)

	Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023
<b>SDG&amp;E:</b>				
Income tax expense	\$ 34	\$ 4	\$ 74	\$ 11
Income before income taxes	\$ 220	\$ 188	\$ 483	\$ 453
Effective income tax rate	15 %	2 %	15 %	2 %

In April 2023, the IRS issued Revenue Procedure 2023-15, which provides a safe harbor method of accounting for gas repairs expenditures. SDG&E intends to elect this change in tax accounting method in Sempra's consolidated 2023 income tax return filing and has applied this methodology in the calculation of its 2024 forecasted ETR.

SDG&E records regulatory liabilities for benefits that will be flowed through to customers in the future.

In the three months and six months ended June 30, 2024 compared to the same periods in 2023, SDG&E's income tax expense increased by \$30 million and \$63 million, respectively, primarily due to:

- lower income tax benefit from lower ITCs from standalone energy storage projects under the IRA
- higher pretax income



We discuss herein SoCalGas' results of operations and significant changes in earnings, revenues and costs for the three months (Q2) and six months (YTD) ended June 30, 2024 compared to the same period in 2023.

SoCalGas recorded CPUC-authorized base revenues in the three months and six months ended June 30, 2024 based on 2023 levels authorized under the 2019 GRC because a final decision in the 2024 GRC remains pending.

### RESULTS OF OPERATIONS

#### RESULTS OF OPERATIONS

(Dollars in millions)



In the three months ended June 30, 2024 compared to the same period in 2023, the decrease in earnings of \$25 million (16%) to \$130 million were primarily due to:

- \$32 million lower income tax benefits primarily from flow-through items, which includes \$25 million related to income tax benefits in 2023 for previously unrecognized income tax benefits pertaining to gas repairs expenditures
- \$21 million regulatory awards approved by the CPUC in 2023
- \$4 million higher net interest expense

Offset by:

- \$21 million higher CPUC base operating margin, net of higher operating expenses in 2023, including higher authorized cost of capital. SoCalGas recorded CPUC-authorized revenues based on 2023 authorized levels
- \$5 million higher AFUDC equity
- \$4 million higher net regulatory interest income

In the six months ended June 30, 2024 compared to the same period in 2023, the decrease in earnings of \$26 million (5%) to \$489 million were primarily due to:

- \$43 million lower income tax benefits primarily from flow-through items, which includes \$25 million related to income tax benefits in 2023 for previously unrecognized income tax benefits pertaining to gas repairs expenditures
- \$21 million regulatory awards approved by the CPUC in 2023
- \$11 million higher net interest expense

Offset by:

- \$30 million higher CPUC base operating margin, net of higher operating expenses in 2023, including higher authorized cost of capital. SoCalGas recorded CPUC-authorized revenues based on 2023 authorized levels
- \$12 million higher AFUDC equity
- \$6 million higher net regulatory interest income

## **SIGNIFICANT CHANGES IN REVENUES AND COSTS**

### ***Natural Gas Revenues and Cost of Natural Gas***

In the three months ended June 30, 2024 and 2023, SoCalGas' average cost of natural gas per thousand cubic feet was \$1.84 and \$4.31, respectively.

In the six months ended June 30, 2024 and 2023, SoCalGas' average cost of natural gas per thousand cubic feet was \$3.50 and \$13.88, respectively.

The average cost of natural gas sold at SoCalGas is impacted by market prices, as well as transportation and other charges.

In the three months ended June 30, 2024 compared to the same period in 2023, SoCalGas' natural gas revenues decreased by \$158 million (11%) to \$1.3 billion primarily due to:

- \$170 million decrease in cost of natural gas sold, which we discuss below
- \$29 million regulatory awards approved by the CPUC in 2023
- \$24 million lower regulatory revenues in 2024 from adopting a change in tax accounting method for gas repairs expenditures, which are offset in income tax (expense) benefit

Offset by:

- \$26 million lower regulatory revenues in 2023 from the recognition of previously unrecognized income tax benefits pertaining to gas repairs expenditures, which are offset in income tax (expense) benefit
- \$25 million higher revenues from incremental and balanced capital projects, including higher authorized cost of capital
- \$14 million higher CPUC-authorized revenues attributable to higher authorized cost of capital
- \$5 million higher revenues associated with refundable programs, which are fully offset in O&M

In the three months ended June 30, 2024 compared to the same period in 2023, SoCalGas' cost of natural gas decreased by \$170 million to \$114 million primarily due to:

- \$154 million lower average natural gas prices
- \$16 million lower volumes driven by weather

In the six months ended June 30, 2024 compared to the same period in 2023, SoCalGas' natural gas revenues decreased by \$2.1 billion (41%) to \$3.1 billion primarily due to:

- \$2.1 billion decrease in cost of natural gas sold, which we discuss below

- \$84 million lower regulatory revenues in 2024 from adopting a change in tax accounting method for gas repairs expenditures, which are offset in income tax (expense) benefit
- \$44 million lower revenues from a \$6 million credit in 2024 compared to \$38 million cost in 2023 for the non-service components of net periodic benefit cost, which fully offsets in other income (expense), net
- \$29 million regulatory awards approved by the CPUC in 2023
- \$26 million lower franchise fee revenues
- \$8 million lower revenues associated with refundable programs, which are fully offset in O&M

Offset by:

- \$37 million higher revenues from incremental and balanced capital projects, including higher authorized cost of capital
- \$33 million higher CPUC-authorized revenues attributable to higher authorized cost of capital
- \$26 million lower regulatory revenues in 2023 from the recognition of previously unrecognized income tax benefits pertaining to gas repairs expenditures, which are offset in income tax (expense) benefit

In the six months ended June 30, 2024 compared to the same period in 2023, SoCalGas' cost of natural gas decreased by \$2.1 billion to \$579 million primarily due to:

- \$1.7 billion lower average natural gas prices
- \$334 million lower volumes driven by weather

### ***Operation and Maintenance***

In the three months ended June 30, 2024 compared to the same period in 2023, SoCalGas' O&M decreased by \$8 million (1%) to \$707 million due to:

- \$13 million lower non-refundable operating costs

Offset by:

- \$5 million higher expenses associated with refundable programs, which costs are recovered in revenue

In the six months ended June 30, 2024 compared to the same period in 2023, SoCalGas' O&M decreased by \$20 million (1%) to \$1.3 billion due to:

- \$12 million lower non-refundable operating costs
- \$8 million lower expenses associated with refundable programs, which costs are recovered in revenue

### ***Other Income (Expense), Net***

In the three months ended June 30, 2024 compared to the same period in 2023, SoCalGas' other income, net increased by \$12 million to \$13 million primarily due to:

- \$5 million higher AFUDC equity
- \$5 million higher net interest income on regulatory balancing accounts

In the six months ended June 30, 2024 compared to the same period in 2023, SoCalGas' other income, net, was \$60 million compared to other expense, net, of \$7 million primarily due to:

- \$42 million increase from a \$4 million credit in 2024 compared to \$38 million cost in 2023 for the non-service components of net periodic benefit cost
- \$12 million higher AFUDC equity
- \$8 million higher net interest income on regulatory balancing accounts

### ***Interest Expense***

In the three months and six months ended June 30, 2024 compared to the same periods in 2023, SoCalGas' interest expense increased by \$7 million (10%) to \$78 million and \$15 million (11%) to \$155 million, respectively, primarily from higher debt balances from debt issuances.

## Income Taxes

### INCOME TAX EXPENSE (BENEFIT) AND EFFECTIVE INCOME TAX RATES

(Dollars in millions)

	Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023
<b>SoCalGas:</b>				
Income tax expense (benefit)	\$ 10	\$ (21)	\$ 53	\$ 73
Income before income taxes	\$ 141	\$ 135	\$ 543	\$ 589
Effective income tax rate	7 %	(16) %	10 %	12 %

In April 2023, the IRS issued Revenue Procedure 2023-15, which provides a safe harbor method of accounting for gas repairs expenditures. SoCalGas intends to elect this change in tax accounting method in Sempra's consolidated 2023 income tax return filing and has applied this methodology in the calculation of its 2024 forecasted ETR.

SoCalGas records regulatory liabilities for benefits that will be flowed through to customers in the future.

In the three months ended June 30, 2024 compared to the same period in 2023, SoCalGas had income tax expense in 2024 compared to an income tax benefit in 2023 primarily due to:

- \$43 million income tax benefit in 2023 from the recognition of previously unrecognized income tax benefits pertaining to gas repairs expenditures

Offset by:

- higher income tax benefits from flow-through items, including an income tax benefit in 2024 from adopting a change in tax accounting method for gas repairs expenditures

In the six months ended June 30, 2024 compared to the same period in 2023, SoCalGas' income tax expense decreased by \$20 million (27%) primarily due to:

- higher income tax benefits from flow-through items, including an income tax benefit in 2024 from adopting a change in tax accounting method for gas repairs expenditures

Offset by:

- \$43 million income tax benefit in 2023 from the recognition of previously unrecognized income tax benefits pertaining to gas repairs expenditures

## CAPITAL RESOURCES AND LIQUIDITY

### OVERVIEW

#### **Sempra**

##### *Liquidity*

We expect to meet our cash requirements through cash flows from operations, unrestricted cash and cash equivalents, borrowings under or supported by our credit facilities, other incurrences of debt which may include issuing debt securities and obtaining term loans, and other financing transactions which may include issuing equity securities, distributions from our equity method investments, project financing and funding from NCI owners. We believe that these cash flow sources, combined with available funds, will be adequate to fund our operations in both the short-term and long-term, including to:

- finance capital expenditures
- repay debt
- fund dividends
- fund contractual and other obligations and otherwise meet liquidity requirements
- fund capital contribution requirements
- fund new business or asset acquisitions

Sempra, SDG&E and SoCalGas currently have reasonable access to the money markets and capital markets and are not currently constrained in their ability to borrow or otherwise raise money at market rates from commercial banks, under existing revolving credit facilities, through public offerings of debt or equity securities, or through private placements of debt supported by our revolving credit facilities in the case of commercial paper. However, our ability to access these markets or obtain credit from commercial banks outside of our committed revolving credit facilities could become materially constrained if economic conditions worsen or disruptions to or volatility in these markets increase. Debt funding has become less attractive due to the rise in both short-term and long-term interest rates. In addition, our financing activities and actions by credit rating agencies, as well as many other factors, could negatively affect the availability and cost of both short-term and long-term debt and equity financing. Also, cash flows from operations may be impacted by the timing of commencement and completion of, and potentially cost overruns for, large projects and other material events, such as the settlement of material litigation. If cash flows from operations were to be significantly reduced or we were unable to borrow or obtain other financing under acceptable terms, we would likely first reduce or postpone discretionary capital expenditures (not related to safety/reliability) and investments in new businesses. We monitor our ability to finance the needs of our operating, investing and financing activities in a manner consistent with our goal to maintain our investment-grade credit ratings.

#### *Common Stock Offering and Forward Sale Agreements*

As we discuss in Note 9 of the Notes to Condensed Consolidated Financial Statements in this report and Note 14 of the Notes to Consolidated Financial Statements in the Annual Report, our offering of Sempra common stock completed in November 2023 provided initial net proceeds of \$144 million upon the underwriters' partial exercise of their over-allotment option to purchase additional shares of our common stock. We did not initially receive any proceeds from the sale of our common stock pursuant to the forward sale agreements entered into in connection with the offering. The forward sale agreements permit us to elect, subject to certain conditions, physical settlement, cash settlement or net share settlement for all or a portion of our obligations under the agreements. We expect to settle the forward sale agreements entirely by delivery of shares of our common stock under physical settlement in exchange for cash proceeds in one or more settlements no later than December 31, 2024, which is the final settlement date under the agreements. As of August 6, 2024, at the initial forward sale price of \$68.845 per share, we expect that the net proceeds from full physical settlement of the forward sale agreements would be approximately \$1.2 billion (net of underwriting discounts, but before deducting equity issuance costs, and subject to certain adjustments pursuant to the forward sale agreements). If we were to elect cash settlement or net share settlement instead of physical settlement, the amount of cash proceeds we receive upon settlement would be less, perhaps substantially, or we may not receive any cash proceeds or we may deliver cash (in an amount that could be significant) or shares of our common stock to the counterparties to the forward sale agreements.

We used the initial net proceeds from this offering, and we expect to use any net proceeds from the sale of shares of our common stock pursuant to the forward sale agreements, to fund working capital and for other general corporate purposes, including to partly finance our long-term capital plan and to repay commercial paper and potentially other indebtedness.

#### *Available Funds*

Our committed lines of credit provide liquidity and support commercial paper. Sempra, SDG&E and SoCalGas each have five-year credit agreements expiring in 2028 and Sempra Infrastructure has four committed lines of credit expiring on various dates from 2025 through 2030, and an uncommitted line of credit expiring on August 12, 2024.

#### **AVAILABLE FUNDS AT JUNE 30, 2024**

(Dollars in millions)

	Sempra	SDG&E	SoCalGas
Unrestricted cash and cash equivalents <sup>(1)</sup>	\$ 228	\$ 66	\$ 10
Available unused credit <sup>(2)</sup>	8,132	1,500	1,094

<sup>(1)</sup> Amounts at Sempra include \$114 held in non-U.S. jurisdictions. We discuss repatriation in Note 8 of the Notes to Consolidated Financial Statements in the Annual Report.

<sup>(2)</sup> Available unused credit is the total available on committed and uncommitted lines of credit that we discuss in Note 6 of the Notes to Condensed Consolidated Financial Statements. Because our commercial paper programs are supported by these lines, we reflect the amount of commercial paper outstanding and any letters of credit outstanding as a reduction to the available unused credit.

#### *Short-Term Borrowings*

We use short-term debt primarily to meet liquidity requirements, fund shareholder dividends, and temporarily finance capital expenditures or acquisitions. SDG&E and SoCalGas use short-term debt primarily to meet working capital needs or to help fund event-specific costs. Commercial paper, a term loan and lines of credit were our primary sources of short-term debt funding in the first six months of 2024.

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We discuss our short-term debt activities in Note 6 of the Notes to Condensed Consolidated Financial Statements and below in “Sources and Uses of Cash.”

### *Long-Term Debt Activities*

Significant issuances of and payments on long-term debt in the first six months of 2024 included the following:

<b>LONG-TERM DEBT ISSUANCES AND PAYMENTS</b>		
<i>(Dollars in millions)</i>		
	Amount at issuance	Maturity
<b>Issuances:</b>		
Sempra 6.875% junior subordinated notes	\$ 1,100	2054
SDG&E 5.55% first mortgage bonds	600	2054
SoCalGas 5.6% first mortgage bonds	500	2054
Sempra Infrastructure variable rate notes (ECA LNG Phase 1 project)	162	2025
Sempra Infrastructure variable rate notes (PA LNG Phase 1 project)	31	2030
<b>Payments:</b>		
SDG&E variable rate term loan	\$ 400	2024

We discuss our long-term debt activities, including the use of proceeds on long-term debt issuances, in Note 6 of the Notes to Condensed Consolidated Financial Statements.

### *Credit Ratings*

We provide additional information about the credit ratings of Sempra, SDG&E and SoCalGas in “Part I – Item 1A. Risk Factors” and “Part II – Item 2. MD&A – Capital Resources and Liquidity” in the Annual Report.

The credit ratings of Sempra, SDG&E and SoCalGas remained at investment grade levels in the first six months of 2024.

<b>ISSUER CREDIT RATINGS AT JUNE 30, 2024</b>			
	Sempra	SDG&E	SoCalGas
Moody's	Baa2 with a stable outlook	A3 with a stable outlook	A2 with a stable outlook
S&P	BBB+ with a stable outlook	BBB+ with a stable outlook	A with a negative outlook
Fitch	BBB+ with a stable outlook	BBB+ with a stable outlook	A with a stable outlook

A downgrade of Sempra's or any of its subsidiaries' credit ratings or rating outlooks may, depending on the severity, result in the imposition of financial or other burdensome covenants or a requirement for collateral to be posted in the case of certain financing arrangements and may materially and adversely affect the market prices of their equity and debt securities, the rates at which borrowings are made and commercial paper is issued, and the various fees on their outstanding credit facilities. This could make it more costly for Sempra, SDG&E, SoCalGas and Sempra's other subsidiaries to issue debt securities, to borrow under credit facilities and to raise certain other types of financing.

Sempra has agreed that, if the credit rating of Oncor's senior secured debt by any of the three major rating agencies falls below BBB (or the equivalent), Oncor will suspend dividends and other distributions (except for contractual tax payments), unless otherwise allowed by the PUCT. Oncor's senior secured debt was rated A2, A+ and A at Moody's, S&P and Fitch, respectively, at June 30, 2024.

### *Loans due to/from Affiliates*

At June 30, 2024, Sempra had \$302 million in loans due to unconsolidated affiliates.

### *Minimum Tax Directive*

The Organization for Economic Cooperation and Development has introduced a framework to implement a global minimum corporate tax of 15%, referred to as the “minimum tax directive.” Many aspects of the minimum tax directive became effective beginning in 2024. While it is uncertain whether the U.S. will enact legislation to adopt the minimum tax directive, other countries are in the process of introducing and enacting legislation to implement the minimum tax directive. We do not currently expect the minimum tax directive to have a material effect on Sempra's, SDG&E's or SoCalGas' results of operations, financial condition and/or cash flows.

## **Sempra California**

SDG&E's and SoCalGas' operations have historically provided relatively stable earnings and liquidity. Their future performance and liquidity will depend primarily on the ratemaking and regulatory process, environmental regulations, economic conditions, actions by legislatures, litigation and the changing energy marketplace, as well as other matters described in this report. SDG&E and SoCalGas expect that the available unused funds from their credit facilities described above, which also supports their commercial paper programs, cash flows from operations, and other incurrences of debt including issuing debt securities and obtaining term loans will continue to be adequate to fund their respective current operations and planned capital expenditures. SDG&E and SoCalGas manage their capital structures and pay dividends when appropriate and as approved by their respective boards of directors.

The implementation of customer assistance programs and higher 2023 winter season customer billings have resulted in certain SDG&E and SoCalGas customers exhibiting slower payment and higher levels of nonpayment than has been the case historically. In January 2024, the CPUC directed SDG&E and SoCalGas to offer long-term repayment plans to eligible residential customers with past-due balances until October 2026. Delay in payments by customers impacts the timing of SDG&E's and SoCalGas' cash flows.

As we discuss in Note 4 of the Notes to Condensed Consolidated Financial Statements in this report and in Note 4 of the Notes to Consolidated Financial Statements in the Annual Report, changes in regulatory balancing accounts for significant costs at SDG&E and SoCalGas, particularly a change between over- and undercollected status, may have a significant impact on cash flows. These changes generally represent the difference between when costs are incurred and when they are ultimately recovered or refunded in rates through billings to customers.

## **SDG&E**

### *Wildfire Fund*

The carrying value of SDG&E's Wildfire Fund asset totaled \$286 million at June 30, 2024. We describe the Wildfire Legislation and SDG&E's commitment to make annual shareholder contributions to the Wildfire Fund through 2028 in Note 1 of the Notes to Consolidated Financial Statements in the Annual Report.

SDG&E is exposed to the risk that the participating California electric IOUs may incur third-party wildfire costs for which they will seek recovery from the Wildfire Fund with respect to wildfires that have occurred since enactment of the Wildfire Legislation in July 2019. In such a situation, SDG&E may recognize a reduction of its Wildfire Fund asset and record accelerated amortization against earnings when available coverage is reduced due to recoverable claims from any of the participating IOUs, as was the case in 2023 after Pacific Gas and Electric Company indicated that it will seek reimbursement from the Wildfire Fund for losses associated with the Dixie Fire, which burned from July 2021 through October 2021 and was reported to be the largest single wildfire (measured by acres burned) in California history. If any California electric IOU's equipment is determined to be a cause of a fire, it could have a material adverse effect on SDG&E's and Sempra's financial condition and results of operations up to the carrying value of our Wildfire Fund asset, with additional potential material exposure if SDG&E's equipment is determined to be a cause of a fire. In addition, the Wildfire Fund could be completely exhausted due to fires in the other California electric IOUs' service territories, by fires in SDG&E's service territory or by a combination thereof. In the event that the Wildfire Fund is materially diminished, exhausted or terminated, SDG&E will lose the protection afforded by the Wildfire Fund, and as a consequence, a fire in SDG&E's service territory could have a material adverse effect on SDG&E's and Sempra's results of operations, financial condition, cash flows and/or prospects.

### *Wildfire Mitigation Cost Recovery Mechanism*

**2024 GRC Track 2.** In October 2023, SDG&E submitted a separate request to the CPUC in its 2024 GRC, known as a Track 2 request. This request seeks review and recovery of \$1.5 billion of wildfire mitigation plan costs incurred from 2019 through 2022 that were in addition to amounts authorized in the 2019 GRC. SDG&E expects to receive a proposed reasonableness review decision for Track 2 in the first quarter of 2025.

Revenues associated with the Track 2 amounts described above have been recorded in a regulatory account. In February 2024, the CPUC approved an interim cost recovery mechanism that would permit SDG&E to recover in rates \$194 million and \$96 million of this regulatory account balance in 2024 and 2025, respectively. Such recovery of SDG&E's wildfire mitigation plan regulatory account balance will be subject to refund, contingent on the reasonableness review decision for Track 2.

**2024 GRC Track 3.** SDG&E expects to submit in late 2024 an additional request to the CPUC in its 2024 GRC, known as a Track 3 request, for review and recovery of its 2023 wildfire mitigation plan costs.

### *Off-Balance Sheet Arrangements*

SDG&E has entered into PPAs and tolling agreements that are variable interests in unconsolidated entities. We discuss variable interests in Note 1 of the Notes to Condensed Consolidated Financial Statements.

### **SoCalGas**

#### *Aliso Canyon Natural Gas Storage Facility Gas Leak*

From October 23, 2015 through February 11, 2016, SoCalGas experienced the Leak, which we discuss in Note 11 of the Notes to Condensed Consolidated Financial Statements in this report and in "Part I – Item 1A. Risk Factors" in the Annual Report.

At June 30, 2024, \$26 million is accrued in Other Current Liabilities and \$1 million is accrued in Deferred Credits and Other on SoCalGas' and Sempra's Condensed Consolidated Balance Sheets. These accruals do not include any amounts in excess of what has been reasonably estimated to resolve certain matters that we describe in "Legal Proceedings – SoCalGas – Aliso Canyon Natural Gas Storage Facility Gas Leak" in Note 11 of the Notes to Condensed Consolidated Financial Statements, nor any amounts that may be necessary to resolve threatened litigation, other potential litigation or other costs. We are not able to reasonably estimate the possible loss or a range of possible losses in excess of the amounts accrued, which could be significant and could have a material adverse effect on SoCalGas' and Sempra's results of operations, financial condition, cash flows and/or prospects.

#### *Natural Gas Storage Operations and Reliability*

Natural gas withdrawn from storage is important to help maintain service reliability during peak demand periods, including consumer heating needs in the winter and peak electric generation needs in the summer. The Aliso Canyon natural gas storage facility is the largest SoCalGas storage facility and an important component of SoCalGas' delivery system. In February 2017, the CPUC opened proceeding SB 380 OII to determine the feasibility of minimizing or eliminating the use of the Aliso Canyon natural gas storage facility while still maintaining energy and electric reliability for the region, including analyzing alternative means for meeting or avoiding the demand for the facility's services if it were eliminated.

At June 30, 2024, the Aliso Canyon natural gas storage facility had a net book value of \$1.0 billion. If the Aliso Canyon natural gas storage facility were to be permanently closed or if future cash flows from its operation were otherwise insufficient to recover its carrying value, we may record an impairment of the facility, which could be material, and natural gas reliability and electric generation could be jeopardized.

#### *Franchise Agreement*

SoCalGas' Los Angeles County franchise initially expired in June 2023 and the subsequent extension expired in December 2023. SoCalGas is in the process of negotiating a new agreement with Los Angeles County. SoCalGas is operating under the terms and provisions of the expired franchise and expects to continue to do so until a new agreement is reached and does not anticipate disruption of service to customers in unincorporated Los Angeles County while negotiations continue.

#### **Sempra Texas Utilities**

Oncor relies on external financing as a significant source of liquidity for its capital requirements. In the event that Oncor fails to meet its capital requirements, access sufficient capital, or raise capital on favorable terms to finance its ongoing needs, we may elect to make additional capital contributions to Oncor (as our commitments to the PUCT prohibit us from making loans to Oncor), which could be substantial and reduce the cash available to us for other purposes, increase our indebtedness and ultimately materially adversely affect our results of operations, financial condition, cash flows and/or prospects. Oncor's ability to make distributions may be limited by factors such as its credit ratings, regulatory capital requirements, increases in its capital plan, debt-to-equity ratio approved by the PUCT and other restrictions and considerations. In addition, Oncor will not make distributions if a majority of Oncor's independent directors or any minority member director determines it is in the best interests of Oncor to retain such amounts to meet expected future requirements.

### **Rates and Cost Recovery**

The PUCT issued a final order in Oncor's most recent comprehensive base rate proceeding in April 2023, and rates implementing that order went into effect on May 1, 2023. In June 2023, the PUCT issued an order on rehearing in response to the motions for rehearing filed by Oncor and certain intervening parties in the proceeding. The order on rehearing made certain technical and typographical corrections to the final order but otherwise affirmed the material provisions of the final order and did not require modification of the rates that went into effect on May 1, 2023. In September 2023, Oncor filed an appeal in Travis County District Court seeking judicial review of certain rate base disallowances and related expense effects of those disallowances in the PUCT's order on rehearing. In February 2024, the court dismissed the appeal for lack of jurisdiction. In March 2024, Oncor appealed the court's dismissal with the Third Court of Appeals in Texas.

### **Off-Balance Sheet Arrangement**

Our investment in Oncor Holdings is a variable interest in an unconsolidated entity. We discuss variable interests in Note 1 of the Notes to Condensed Consolidated Financial Statements.

### **Sempra Infrastructure**

Sempra Infrastructure expects to fund capital expenditures, investments and operations in part with available funds, including existing credit facilities, and cash flows from operations from the Sempra Infrastructure businesses. We expect Sempra Infrastructure will require additional funding for the development and expansion of its portfolio of projects, which may be financed through a combination of funding from the parent and NCI owners, bank financing, issuances of debt, project financing, partnering in JVs and asset sales.

Sempra, KKR Pinnacle and ADIA directly or indirectly own a 70%, 20%, and 10% interest, respectively, in SI Partners, and KKR Denali, an affiliate of ConocoPhillips and TotalEnergies SE each own a 60%, 30% and 16.6% interest, respectively, in three separate SI Partners subsidiaries. In the six months ended June 30, 2024 and 2023, Sempra Infrastructure distributed \$203 million and \$252 million, respectively, to its NCI owners, and NCI owners contributed \$786 million and \$729 million, respectively, to Sempra Infrastructure.

Sempra Infrastructure is in various stages of development or construction on natural gas liquefaction projects, pipeline and terminal projects, and renewable generation and sequestration projects, which we describe below. The successful development and/or construction of these projects is subject to numerous risks and uncertainties.

With respect to projects in development, these risks and uncertainties include, as applicable depending on the project, any failure to:

- secure binding customer commitments
- identify suitable project and equity partners
- obtain sufficient financing
- reach agreement with project partners or other applicable parties to proceed
- obtain, modify, and/or maintain permits and regulatory approvals, including LNG export applications to non-FTA countries
- negotiate, complete and maintain suitable commercial agreements, which may include EPC, tolling, equity acquisition, governance, LNG sales, gas supply and transportation contracts
- reach a positive final investment decision

With respect to projects under construction, these risks and uncertainties include, in addition to the risks described above as applicable to each project, construction delays and cost overruns.

An unfavorable outcome with respect to any of these factors could have a material adverse effect on (i) the development and construction of the applicable project, including a potential impairment of all or a substantial portion of the capital costs invested in the project to date, which could be material, and (ii) for any project that has reached a positive final investment decision, Sempra's results of operations, financial condition, cash flows and/or prospects. For a further discussion of these risks, see "Part I – Item 1A. Risk Factors" in the Annual Report.

The descriptions below discuss several HOAs, MOUs and other non-binding development agreements with respect to Sempra Infrastructure's various development projects. These arrangements do not commit any party to enter into definitive agreements or otherwise participate in the applicable project, and the ultimate participation by the parties remains subject to negotiation and finalization of definitive agreements, among other factors.

## LNG

**Cameron LNG Phase 2 Project.** Cameron LNG JV is developing a proposed expansion project that would add one electric drive liquefaction train with an expected maximum production capacity of approximately 6.75 Mtpa and would increase the production capacity of the existing three trains at the Cameron LNG Phase 1 facility by up to approximately 1 Mtpa through debottlenecking activities. The Cameron LNG JV site can accommodate additional trains beyond the proposed Cameron LNG Phase 2 project.

Cameron LNG JV has received major permits, as amended to allow the use of electric drives for a one-train electric drive expansion along with other design enhancements, and FTA and non-FTA approvals associated with the potential expansion. The non-FTA approval for the proposed Cameron LNG Phase 2 project includes, among other things, a May 2026 deadline to commence commercial exports, for which we expect to request an extension.

Sempra Infrastructure and the other Cameron LNG JV members, namely affiliates of TotalEnergies SE, Mitsui & Co., Ltd. and Japan LNG Investment, LLC, a company jointly owned by Mitsubishi Corporation and Nippon Yusen Kabushiki Kaisha, have entered into a non-binding HOA for the potential development of the Cameron LNG Phase 2 project. The non-binding HOA provides a commercial framework for the proposed project, including the contemplated allocation to SI Partners of 50.2% of the fourth train production capacity and 25% of the debottlenecking capacity from the project under tolling agreements. The non-binding HOA contemplates the remaining capacity to be allocated equally to the existing Cameron LNG Phase 1 facility customers. Sempra Infrastructure plans to sell the LNG corresponding to its allocated capacity from the proposed Cameron LNG Phase 2 project under long-term SPAs prior to making a final investment decision.

After completion of certain value engineering work in the first quarter of 2024, Cameron LNG JV is conducting additional value engineering work to improve the overall value of the project and evaluate other potential EPC contractors. We expect this work will continue through the end of 2024 and we could be in a position to make a final investment decision in the first half of 2025, subject to satisfactory conclusion on the EPC process as well as completion of all related financing and permitting activities necessary to align our authorizations with the proposed schedule for the project.

In December 2023, Entergy Louisiana, LLC, a subsidiary of Entergy Corporation, and Cameron LNG JV signed a new electricity service agreement (and related ancillary agreements) for the supply to Cameron LNG JV of up to 950 MW of renewable power from new renewable resources in Louisiana.

Expansion of the Cameron LNG Phase 1 facility beyond the first three trains is subject to certain restrictions and conditions under the JV project financing agreements, including among others, scope restrictions on expansion of the project unless appropriate prior consent is obtained from the existing project lenders. Under the Cameron LNG JV equity agreements, the expansion of the project requires the unanimous consent of all the members, including with respect to the equity investment obligation of each member.

**ECA LNG Phase 1 Project.** ECA LNG Phase 1 is constructing a one-train natural gas liquefaction facility at the site of Sempra Infrastructure's existing ECA Regas Facility with a nameplate capacity of 3.25 Mtpa and an initial offtake capacity of 2.5 Mtpa. We do not expect the construction or operation of the ECA LNG Phase 1 project to disrupt operations at the ECA Regas Facility. SI Partners owns an 83.4% interest in ECA LNG Phase 1, and an affiliate of TotalEnergies SE owns the remaining 16.6% interest. Sempra holds an indirect interest in the ECA LNG Phase 1 project of 58.4%.

We received authorizations from the DOE to export U.S.-produced natural gas to Mexico and to re-export LNG to non-FTA countries from the ECA LNG Phase 1 project. ECA LNG Phase 1 has definitive 20-year SPAs with an affiliate of TotalEnergies SE for approximately 1.7 Mtpa of LNG and with Mitsui & Co., Ltd. for approximately 0.8 Mtpa of LNG. The customers have a termination right if the ECA LNG Phase 1 project does not commence commercial operations under the SPAs by February 24, 2026, subject to certain additional conditions, for which we expect to request an extension if necessary.

We have an EPC contract with TP Oil & Gas Mexico, S. De R.L. De C.V., an affiliate of Technip Energies N.V., to construct the ECA LNG Phase 1 project. We estimate the total price of the EPC contract to be approximately \$1.6 billion, with capital expenditures approximating \$2.5 billion including capitalized interest at the project level and project contingency. The actual cost of the EPC contract and the actual amount of these capital expenditures may differ substantially from our estimates. We expect the ECA LNG Phase 1 project to commence commercial operations in the spring of 2026.

ECA LNG Phase 1 has a five-year loan agreement with a syndicate of seven external lenders that matures in December 2025 for an aggregate principal amount of up to \$1.3 billion, of which \$994 million was outstanding at June 30, 2024. Proceeds from the loan are being used to finance the cost of construction of the ECA LNG Phase 1 project.

With respect to the ECA LNG Phase 1 and Phase 2 projects, recent and proposed changes to the law in Mexico and an unfavorable resolution of land disputes and permit challenges, in each case that we discuss in Note 11 of the Notes to Condensed Consolidated Financial Statements, could have a material adverse effect on the development and construction of these projects.

**ECA LNG Phase 2 Project.** Sempra Infrastructure is developing a second, large-scale natural gas liquefaction project at the site of its existing ECA Regas Facility. We expect the proposed ECA LNG Phase 2 project to be comprised of two trains and one LNG storage tank and produce approximately 12 Mtpa of export capacity. We expect that construction of the proposed ECA LNG Phase 2 project would conflict with the current operations at the ECA Regas Facility, which currently has long-term regasification contracts for 100% of the regasification facility's capacity through 2028. This makes the decisions on whether, when and how to pursue the proposed ECA LNG Phase 2 project dependent in part on whether the investment in a large-scale liquefaction facility would, over the long term, be more beneficial financially than continuing to supply regasification services under our existing contracts.

We received authorizations from the DOE to export U.S.-produced natural gas to Mexico and to re-export LNG to non-FTA countries from the proposed ECA LNG Phase 2 project.

We have non-binding MOUs and/or HOAs with Mitsui & Co., Ltd., an affiliate of TotalEnergies SE, and ConocoPhillips that provide a framework for their potential offtake of LNG from the proposed ECA LNG Phase 2 project and potential acquisition of an equity interest in ECA LNG Phase 2.

**PA LNG Phase 1 Project.** Sempra Infrastructure is constructing a natural gas liquefaction project on a greenfield site that it owns in the vicinity of Port Arthur, Texas, located along the Sabine-Neches waterway. The PA LNG Phase 1 project will consist of two liquefaction trains, two LNG storage tanks, a marine berth and associated loading facilities and related infrastructure necessary to provide liquefaction services with a nameplate capacity of approximately 13 Mtpa and an initial offtake capacity of approximately 10.5 Mtpa. SI Partners, KKR Denali and an affiliate of ConocoPhillips indirectly own a 28%, 42% and 30% interest, respectively, in the PA LNG Phase 1 project, and Sempra holds a 19.6% indirect interest in the project.

Sempra Infrastructure has received authorizations from the DOE that permit the LNG to be produced from the PA LNG Phase 1 project to be exported to all current and future FTA and non-FTA countries. In April 2019, the FERC approved the siting, construction and operation of the PA LNG Phase 1 project. In June 2023, Port Arthur LNG requested authorization from the FERC to increase its work force and implement a 24-hours-per-day construction schedule to further enhance construction efficiency while reducing temporal impacts to the community and environment in the vicinity of the project. The authorization was granted in May 2024 and provides the EPC contractor with more optionality to meet or exceed the project's construction schedule.

The PA LNG Phase 1 project holds two Clean Air Act, Prevention of Significant Deterioration permits issued by the TCEQ, which we refer to as the "2016 Permit" and the "2022 Permit." The 2022 Permit also governs emissions for the proposed PA LNG Phase 2 project. In November 2023, a panel of the U.S. Court of Appeals for the Fifth Circuit issued a decision to vacate and remand the 2022 Permit to the TCEQ for additional explanation of the agency's permit decision. In February 2024, the court withdrew its opinion and referred the case to the Supreme Court of Texas to resolve the question of the appropriate standard to be applied by the TCEQ. The 2022 Permit is effective during the Texas Supreme Court's review. The 2016 Permit was not the subject of, and is unaffected by, the pending litigation of the 2022 Permit. Construction of the PA LNG Phase 1 project is proceeding uninterrupted under existing permits, and we do not currently anticipate the pending litigation to materially impact the PA LNG Phase 1 project cost, schedule or expected commercial operations at this stage.

Sempra Infrastructure has definitive SPAs for LNG offtake from the PA LNG Phase 1 project with:

- an affiliate of ConocoPhillips for a 20-year term for 5 Mtpa of LNG, as well as a natural gas supply management agreement whereby an affiliate of ConocoPhillips will manage the feed gas supply requirements for the PA LNG Phase 1 project.
- RWE Supply & Trading GmbH, a subsidiary of RWE AG, for a 15-year term for 2.25 Mtpa of LNG.
- INEOS for a 20-year term for approximately 1.4 Mtpa of LNG.
- ORLEN for a 20-year term for approximately 1 Mtpa of LNG.
- ENGIE S.A. for a 15-year term for approximately 0.875 Mtpa of LNG.

We have an EPC contract with Bechtel to construct the PA LNG Phase 1 project. In March 2023, we issued a final notice to proceed under the EPC contract, which has an estimated price of approximately \$10.7 billion. We estimate the capital expenditures for the PA LNG Phase 1 project will be approximately \$13 billion, including capitalized interest at the project level and project contingency. The actual cost of the EPC contract and the actual amount of these capital expenditures may differ substantially from our estimates. We expect the first and second trains of the PA LNG Phase 1 project to commence commercial operations in 2027 and 2028, respectively.

As we discuss in Note 9 of the Notes to Condensed Consolidated Financial Statements, SI Partners and ConocoPhillips have provided guarantees relating to their respective affiliate's commitment to make its pro rata equity share of capital contributions to fund 110% of the development budget of the PA LNG Phase 1 project, in an aggregate amount of up to \$9.0 billion. SI Partners' guarantee covers 70% of this amount plus enforcement costs of its guarantee. As of June 30, 2024, an aggregate amount of \$2.4 billion has been paid by SI Partners' indirect subsidiary in satisfaction of its commitment to fund its portion of the development budget of the PA LNG Phase 1 project.

In March 2023, Port Arthur LNG entered into a seven-year term loan facility agreement with a syndicate of lenders for an aggregate principal amount of approximately \$6.8 billion and an initial working capital facility agreement for up to \$200 million. The facilities mature in March 2030. Proceeds from the loans will be used to finance the cost of construction of the PA LNG Phase 1 project. At June 30, 2024, \$289 million of borrowings were outstanding under the term loan facility agreement.

**PA LNG Phase 2 Project.** Sempra Infrastructure is developing a second phase of the Port Arthur natural gas liquefaction project that we expect will be a similar size to the PA LNG Phase 1 project. We are progressing the development of the proposed PA LNG Phase 2 project, while continuing to evaluate overall opportunities to develop the entirety of the Port Arthur site as well as potential design changes that could reduce GHG emissions, including a facility design utilizing renewable power sourcing and other technological solutions.

In September 2023, the FERC approved the siting, construction and operation of the proposed PA LNG Phase 2 project, including the potential addition of up to two liquefaction trains. In February 2020, Sempra Infrastructure filed an application with the DOE to permit LNG produced from the proposed PA LNG Phase 2 project to be exported to all current and future FTA and non-FTA countries. We received the FTA authorization from the DOE in July 2020.

As we discuss above, a U.S. federal court previously issued and subsequently withdrew a decision that would have vacated and remanded the 2022 Permit authorizing emissions from the PA LNG Phase 1 and Phase 2 projects to the TCEQ for additional explanation of the agency's permit decision. The U.S. Court of Appeals for the Fifth Circuit has referred the case to the Supreme Court of Texas to resolve the question of the appropriate standard to be applied by the TCEQ. The 2022 Permit is effective pending the Texas Supreme Court's review.

Sempra Infrastructure has entered into a non-binding HOA for the negotiation and potential finalization of a definitive SPA with INEOS for approximately 0.2 Mtpa of LNG offtake from the proposed PA LNG Phase 2 project. Additionally, Sempra Infrastructure has entered into a non-binding HOA for a 20-year SPA with Aramco for 5 Mtpa of LNG offtake from the proposed PA LNG Phase 2 project. The HOA further contemplates Aramco's 25% participation in the project-level equity of the PA LNG Phase 2 project.

In July 2024, Sempra Infrastructure entered into an \$8.2 billion EPC contract with Bechtel for the proposed PA LNG Phase 2 project. The EPC contract contemplates the construction of two liquefaction trains capable of producing approximately 13 Mtpa, an additional LNG storage tank and marine berth and associated loading facilities and related infrastructure necessary to provide liquefaction services. We have no obligation to move forward on the EPC contract, and we may release Bechtel to perform portions of the work pursuant to limited notices to proceed. The price is subject to change if certain limited notices to proceed and the full notice to proceed are not issued, each by specified dates. We plan to fully release Bechtel to perform all the work to construct the PA LNG Phase 2 project only after we reach a final investment decision with respect to the project and after certain other conditions are met, including obtaining permits, executing definitive agreements for LNG offtake and equity investments, and securing project financing.

**Vista Pacifico LNG Liquefaction Project.** Sempra Infrastructure is developing the Vista Pacifico LNG project, a mid-scale natural gas liquefaction export facility proposed to be located in the vicinity of the Port of Topolobampo in Sinaloa, Mexico. In June 2024, we extended the non-binding development agreement with the CFE to December 15, 2024, with an automatic one-year extension to December 15, 2025. We continue to progress with the CFE on the negotiation of definitive agreements, including a natural gas supply agreement. The proposed LNG export terminal would be supplied with U.S. natural gas and would use excess capacity on existing pipelines in Mexico with the intent of helping to meet growing demand for natural gas and LNG in the Mexican and Pacific markets.

Sempra Infrastructure received authorization from the DOE to permit the export of U.S.-produced natural gas to Mexico and for LNG produced from the proposed Vista Pacifico LNG facility to be re-exported to all current and future FTA countries and non-FTA countries.

In March 2022, TotalEnergies SE and Sempra Infrastructure entered into a non-binding MOU that contemplates TotalEnergies SE potentially contracting approximately one-third of the long-term export production of the proposed Vista Pacifico LNG project and potentially participating as a minority partner in the project.

**Asset and Supply Optimization.** As we discuss in "Part II – Item 7A. Quantitative and Qualitative Disclosures About Market Risk" in the Annual Report, Sempra Infrastructure enters into hedging transactions to help mitigate commodity price risk and optimize the value of its LNG, natural gas pipelines and storage, and power-generating assets. Some of these derivatives that we use as economic hedges do not meet the requirements for hedge accounting, or hedge accounting is not elected, and as a result, the changes in fair value of these derivatives are recorded in earnings. Consequently, significant changes in commodity prices have in the past and could in the future result in earnings volatility, which may be material, as the economic offset of these derivatives may not be recorded at fair value.

**Off-Balance Sheet Arrangements.** Our investment in Cameron LNG JV is a variable interest in an unconsolidated entity. We discuss variable interests in Note 1 of the Notes to Condensed Consolidated Financial Statements.

In June 2021, Sempra provided a promissory note, which constitutes a guarantee, for the benefit of Cameron LNG JV with a maximum exposure to loss of \$165 million. The guarantee will terminate upon full repayment of Cameron LNG JV's debt, scheduled to occur in 2039, or replenishment of the amount withdrawn by Sempra Infrastructure from the SDSRA. We discuss this guarantee in Note 5 of the Notes to Condensed Consolidated Financial Statements.

In July 2020, Sempra entered into a Support Agreement, which contains a guarantee and represents a variable interest, for the benefit of CFIN with a maximum exposure to loss of \$979 million. The guarantee will terminate upon full repayment of the guaranteed debt by 2039, including repayment following an event in which the guaranteed debt is put to Sempra. We discuss this guarantee in Notes 1, 5 and 8 of the Notes to Condensed Consolidated Financial Statements.

### *Energy Networks*

**Sonora Pipeline.** Sempra Infrastructure's Sonora natural gas pipeline consists of two pipeline segments, the Sasabe-Puerto Libertad-Guaymas segment and the Guaymas-El Oro segment. Each segment has its own service agreement with the CFE. Following the start of commercial operations of the Guaymas-El Oro segment, Sempra Infrastructure reported damage to the pipeline in the Yaqui territory that has made that section inoperable since August 2017. In September 2019, Sempra Infrastructure and the CFE reached an agreement to modify the tariff structure and extend the term of the contract by 10 years. Under the revised agreement, the CFE will resume making payments only when the damaged section of the Guaymas-El Oro segment of the Sonora pipeline is back in service.

Sempra Infrastructure and the CFE have agreed to an amendment to their transportation services agreement and to re-route the portion of the pipeline that is in the Yaqui territory, whereby the CFE would pay for the re-routing with a new tariff. This amendment will terminate if certain conditions are not met, and Sempra Infrastructure retains the right to terminate the transportation services agreement and seek to recover its reasonable and documented costs and lost profit. Sempra Infrastructure continues to acquire and pursue the necessary rights-of-way and permits for the re-routed portion of the pipeline.

The Guaymas-El Oro segment of the Sonora pipeline currently constitutes a Sole Risk Project under the terms of the SI Partners limited partnership agreement. Sole Risk Projects are separated from other SI Partners projects and are conducted at Sempra's sole cost, expense and liability and we receive, through the acquisition of Sole Risk Interests, any economic and other benefits from such projects. At June 30, 2024, Sempra Infrastructure had \$406 million in PP&E, net, related to the Guaymas-El Oro segment of the Sonora pipeline, which could be subject to impairment if Sempra Infrastructure is unable to re-route a portion of the pipeline and resume operations or if Sempra Infrastructure terminates the contract and is unable to obtain recovery, which in each case could have a material adverse effect on Sempra's business, results of operations, financial condition, cash flows and/or prospects.

**Refined Products Terminals.** In May 2022, Sempra Infrastructure substantially completed construction of a terminal for the receipt, storage, and delivery of refined products in Topolobampo, at which time commissioning activities commenced. The Topolobampo terminal commenced commercial operations in June 2024.

Sempra Infrastructure is also developing terminals for the receipt, storage, and delivery of refined products in the vicinity of Manzanillo and Ensenada. SI Partners holds a 100% indirect interest and Sempra holds a 70% indirect interest in these terminals.

**Port Arthur Pipeline Louisiana Connector.** Sempra Infrastructure is constructing the Port Arthur Pipeline Louisiana Connector, a 72-mile pipeline connecting the PA LNG Phase 1 project to Gillis, Louisiana, in which SI Partners holds a 100% indirect interest and Sempra holds a 70% indirect interest. In April 2019, the FERC approved the siting, construction and operation of the Port Arthur Pipeline Louisiana Connector, which will be used to supply feed gas to the PA LNG Phase 1 project. In July 2023, Sempra Infrastructure filed a limited amendment application with the FERC to implement construction process enhancements and minor modifications to several discrete sections of the Port Arthur Pipeline Louisiana Connector. These modifications are intended to decrease environmental impacts, accommodate landowner routing requests and enhance construction procedures. In May 2024, the FERC approved the Port Arthur Pipeline Louisiana Connector amendment application. We expect the Port Arthur Pipeline Louisiana Connector to be ready for service ahead of the PA LNG Phase 1 project's gas requirements. We estimate the capital expenditures for the project will be approximately \$1 billion, including capitalized interest at the project level and project contingency. The actual amount of these capital expenditures may differ substantially from our estimates.

**Louisiana Storage.** Sempra Infrastructure is constructing Louisiana Storage, a 12.5-Bcf salt dome natural gas storage facility to support the PA LNG Phase 1 project, in which SI Partners holds a 100% indirect interest and Sempra holds a 70% indirect interest. The construction includes an 11-mile pipeline that will connect to the Port Arthur Pipeline Louisiana Connector. In September 2022, the FERC approved the development of the project. We expect Louisiana Storage to be ready for service in time to support the needs of the PA LNG Phase 1 project. We estimate the capital expenditures for the project will be approximately \$300 million, including capitalized interest at the project level and project contingency. The actual amount of these capital expenditures may differ substantially from our estimates.

#### *Low Carbon Solutions*

**Cimarrón Wind.** Sempra Infrastructure has made a positive final investment decision on and begun constructing the Cimarrón Wind project, an approximately 320-MW wind generation facility in Baja California, Mexico, in which SI Partners holds a 100% indirect interest and Sempra holds a 70% indirect interest. Sempra Infrastructure has a 20-year PPA with Silicon Valley Power for the long-term supply of renewable energy to the City of Santa Clara, California. Cimarrón Wind will utilize Sempra Infrastructure's existing cross-border high voltage transmission line to interconnect and deliver clean energy to the East County substation in San Diego County. We estimate the capital expenditures for the project will be approximately \$550 million, including capitalized interest at the project level and project contingency. The actual amount of these capital expenditures may differ substantially from our estimates. We expect the Cimarrón Wind project to begin generating energy in late 2025 and commence commercial operations in the first half of 2026.

**Hackberry Carbon Sequestration Project.** Sempra Infrastructure is developing the potential Hackberry Carbon Sequestration project near Hackberry, Louisiana. This proposed project under development is designed to permanently sequester carbon dioxide from the Cameron LNG Phase 1 facility and the proposed Cameron LNG Phase 2 project. In 2021, Sempra Infrastructure filed an application with the U.S. Environmental Protection Agency (EPA) for a Class VI carbon injection well to advance this project. The permit is pending approval from the State of Louisiana as the EPA has transferred Class VI permitting authority to the state.

Sempra Infrastructure, TotalEnergies SE, Mitsui & Co., Ltd. and Mitsubishi Corporation have entered into a Participation Agreement for the development of the proposed Hackberry Carbon Sequestration project. The Participation Agreement contemplates that the combined Cameron LNG Phase 1 facility and proposed Cameron LNG Phase 2 project would potentially serve as the anchor source for the capture and sequestration of carbon dioxide by the proposed project. It also provides the basis for the parties to acquire an equity interest by entering into a JV with Sempra Infrastructure for the Hackberry Carbon Sequestration project. In May 2023, Sempra Infrastructure and Cameron LNG JV entered into a non-binding HOA, which sets forth a framework for further development of the Hackberry Carbon Sequestration project.

#### *Legal and Regulatory Matters*

See Note 11 of the Notes to Condensed Consolidated Financial Statements in this report and "Part I – Item 1A. Risk Factors" in the Annual Report for discussions of the following legal and regulatory matters affecting our operations in Mexico and risks associated with Mexican laws, policies and government influence:

## Energía Costa Azul

- [Land Disputes](#)
- [Environmental and Social Impact Permits](#)

One or more unfavorable final decisions on these land disputes or environmental and social impact permit challenges could materially adversely affect our existing natural gas regasification operations and proposed natural gas liquefaction projects at the site of the ECA Regas Facility and have a material adverse effect on Sempra's business, results of operations, financial condition, cash flows and/or prospects.

## Regulatory and Other Actions by the Mexican Government

- [Amendments to Mexico's Hydrocarbons Law](#)
- [Amendments to Mexico's Electricity Industry Law](#)

Sempra Infrastructure and other parties affected by these amendments to Mexican law have challenged them by filing amparo and other claims, some of which remain pending. An unfavorable decision on one or more of these amparo or other challenges, the impact of the amendments that have become effective (due to unsuccessful amparo challenges or otherwise), or the possibility of future reforms to the energy industry through additional amendments to Mexican laws, regulations or rules (including through amendments to the constitution) may impact our ability to operate our facilities at existing levels or at all, may result in increased costs for Sempra Infrastructure and its customers, may adversely affect our ability to develop new projects, may result in decreased revenues and cash flows, and may negatively impact our ability to recover the carrying values of our investments in Mexico, any of which may have a material adverse effect on Sempra's business, results of operations, financial condition, cash flows and/or prospects.

The most recent federal elections in Mexico that took place in June 2024 resulted in the election of the MORENA party candidate as the new president, who will take office in October 2024. The coalition led by MORENA also secured a qualified two-thirds majority in the Chamber of Deputies and close to a qualified majority in the Senate. This new political configuration could give the MORENA party substantial authority to implement significant changes to the Constitution, laws, policies, and regulations of Mexico, which could affect the Mexican economy, energy sector and our businesses, the extent and timing of which we currently are unable to predict.

## SOURCES AND USES OF CASH

The following tables include only significant changes in cash flow activities for each of the Registrants.

CASH FLOWS FROM OPERATING ACTIVITIES				
<i>(Dollars in millions)</i>				
Six months ended June 30,	Sempra	SDG&E	SoCalGas	
2024	\$ 2,520	\$ 1,056	\$ 1,046	
2023	3,737	966	925	
Change	<u>\$ (1,217)</u>	<u>\$ 90</u>	<u>\$ 121</u>	
Change in net margin posted, current and noncurrent	\$ (933)	\$ 87		
Change in income taxes receivable/payable, net	(288)	(20)		
Change in fixed-price contracts and other derivatives, current and noncurrent	(275)	(119)	\$ (156)	
Change in GHG allowances, current and noncurrent	(206)	(32)	(151)	
(Lower) higher net income, adjusted for noncash items included in earnings	(83)	95	(140)	
Change in regulatory accounts, current and noncurrent	(62)	(400)	333	
Change in accounts receivable	(31)	295	(100)	
Change in qualified pension liability	55		42	
Change in GHG obligations, current and noncurrent	87		71	
Change in deferred capacity sales	202		202	
Change in accounts payable	262		177	
Other	55	(18)	45	
	<u>\$ (1,217)</u>	<u>\$ 90</u>	<u>\$ 121</u>	

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**CASH FLOWS FROM INVESTING ACTIVITIES**

(Dollars in millions)

Six months ended June 30,	Sempra	SDG&E	SoCalGas
2024	\$ (4,168)	\$ (1,206)	\$ (978)
2023	(4,421)	(1,200)	(961)
Change	\$ 253	\$ (6)	\$ (17)
Decrease (increase) in capital expenditures	\$ 452	\$	(17)
Higher contributions to Oncor Holdings	(207)		
Other	8	\$ (6)	
	\$ 253	\$ (6)	\$ (17)

**CASH FLOWS FROM FINANCING ACTIVITIES**

(Dollars in millions)

Six months ended June 30,	Sempra	SDG&E	SoCalGas
2024	\$ 1,618	\$ 166	\$ (60)
2023	1,457	559	16
Change	\$ 161	\$ (393)	\$ (76)
Lower payments for short-term debt with maturities greater than 90 days	\$ 2,092	\$	800
Higher contributions from NCI	243		
Lower (higher) payments on long-term debt and finance leases	103	\$ (403)	298
Settlement of cross-currency swaps in 2023	99		
Lower distributions to NCI	49		
Proceeds from sale of noncontrolling interest in 2023	(265)		
Change in borrowings and repayments of short-term debt, net	(429)	205	(978)
Lower issuances of long-term debt	(842)	(198)	(500)
(Lower) higher issuances of short-term debt with maturities greater than 90 days	(960)		300
Other	71	3	4
	\$ 161	\$ (393)	\$ (76)

**Capital Expenditures and Investments**

**CAPITAL EXPENDITURES AND INVESTMENTS**

(Dollars in millions)

	Six months ended June 30,	
	2024	2023
Sempra California <sup>(1)</sup>	\$ 2,212	\$ 2,200
Sempra Texas Utilities	385	178
Sempra Infrastructure	1,619	2,084
Parent and other	1	4
Total	\$ 4,217	\$ 4,466

<sup>(1)</sup> Includes expenditures for PP&E of \$1,234 and \$1,239 at SDG&E and \$978 and \$961 at SoCalGas for 2024 and 2023, respectively.

The amounts and timing of capital expenditures and certain investments are generally subject to approvals by various regulatory and other governmental and environmental bodies, including the CPUC, the FERC and the PUCT, and various other factors described in this MD&A and in "Part I – Item 1A. Risk Factors" in the Annual Report.

**CRITICAL ACCOUNTING ESTIMATES**

Management views certain accounting estimates as critical because their application is the most relevant, judgmental and/or material to our financial position and results of operations, and/or because they require the use of material judgments and estimates. We discuss critical accounting estimates in "Part II – Item 7. MD&A" in the Annual Report.



## NEW ACCOUNTING STANDARDS

We discuss any recent accounting pronouncements that have had or may have a significant effect on our financial statements and/or disclosures in Note 2 of the Notes to Condensed Consolidated Financial Statements.

## ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We provide disclosure regarding derivative activity in Note 7 of the Notes to Condensed Consolidated Financial Statements. We discuss our market risk and risk policies in detail in "Part II – Item 7A. Quantitative and Qualitative Disclosures About Market Risk" in the Annual Report.

### COMMODITY PRICE RISK

Sempra Infrastructure is exposed to commodity price risk indirectly through its LNG, natural gas pipelines and storage, and power-generating assets. In the first six months of 2024, a hypothetical 10% change in commodity prices would have resulted in a change in the fair value of our commodity-based natural gas and electricity derivatives of \$24 million at June 30, 2024 compared to \$14 million at December 31, 2023.

The one-day value at risk for SDG&E's and SoCalGas' commodity positions were both \$1 million at June 30, 2024 compared to \$2 million and \$4 million, respectively, at December 31, 2023.

### INTEREST RATE RISK

The table below shows the nominal amount of our debt:

NOMINAL AMOUNT OF DEBT <sup>(1)</sup>						
(Dollars in millions)						
	June 30, 2024			December 31, 2023		
	Sempra	SDG&E	SoCalGas	Sempra	SDG&E	SoCalGas
Short-term:						
Sempra California	\$ 406	\$ —	\$ 406	\$ 947	\$ —	\$ 947
Other	1,798	—	—	1,397	—	—
Long-term:						
Sempra California fixed-rate	\$ 16,209	\$ 8,950	\$ 7,259	\$ 15,109	\$ 8,350	\$ 6,759
Sempra California variable-rate	—	—	—	400	400	—
Other fixed-rate	12,500	—	—	11,317	—	—
Other variable-rate	995	—	—	890	—	—

<sup>(1)</sup> After the effects of interest rate swaps. Before reductions for unamortized discount and debt issuance costs and excluding finance lease obligations.

An interest rate risk sensitivity analysis measures interest rate risk by calculating the estimated changes in earnings attributable to common shares (but disregarding capitalized interest and impacts on equity earnings from debt at our equity method investees) that would result from a hypothetical change in market interest rates. Earnings attributable to common shares are affected by changes in interest rates on short-term debt and variable-rate long-term debt. If weighted-average interest rates on short-term debt outstanding at June 30, 2024 increased or decreased by 10%, the change in earnings attributable to common shares over the 12-month period ending June 30, 2025 would be approximately \$8 million. If interest rates increased or decreased by 10% on all variable-rate long-term debt at June 30, 2024, after considering the effects of interest rate swaps, the change in earnings attributable to common shares over the 12-month period ending June 30, 2025 would be approximately \$3 million.

## **FOREIGN CURRENCY EXCHANGE RATE RISK AND INFLATION EXPOSURE**

We discuss our foreign currency exchange rate risk and inflation exposure in "Part I – Item 2. MD&A – Impact of Foreign Currency and Inflation Rates on Results of Operations" in this report and in "Part II – Item 7. MD&A – Impact of Foreign Currency and Inflation Rates on Results of Operations" in the Annual Report. At June 30, 2024, there were no significant changes to our exposure to foreign currency exchange rate risk since December 31, 2023.

In 2023 and 2024 to date, SDG&E and SoCalGas have experienced inflationary pressures from increases in various costs, including the cost of natural gas, electric fuel and purchased power, labor, materials and supplies, as well as availability of labor and materials. Sempra Texas Utilities has experienced increased costs, including labor and contractor related costs as well as higher insurance premiums, and does not have specific regulatory mechanisms that allow for recovery of higher non-reconcilable costs due to inflation; rather, recovery is limited to rate updates through capital trackers and base rate reviews, which may result in partial non-recovery due to the regulatory lag. If such costs continue to be subject to significant inflationary pressures and we are not able to fully recover such higher costs in rates or there is a delay in recovery, these increased costs may have a significant effect on Sempra's, SDG&E's and SoCalGas' results of operations, financial condition, cash flows and/or prospects.

Sempra Infrastructure has experienced inflationary pressures from increases in various costs, including the cost of labor, materials and supplies. Sempra Infrastructure generally secures long-term contracts that are U.S. dollar-denominated or referenced and are periodically adjusted for market factors, including inflation, and Sempra Infrastructure generally enters into lump-sum contracts for its large construction projects in which much of the risk during construction is absorbed or hedged by the EPC contractor. If additional costs become subject to significant inflationary pressures, we may not be able to fully recover such higher costs through contractual adjustments for inflation, which may have a significant effect on Sempra's results of operations, financial condition, cash flows and/or prospects.

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## **ITEM 4. CONTROLS AND PROCEDURES**

### **EVALUATION OF DISCLOSURE CONTROLS AND PROCEDURES**

Sempra, SDG&E and SoCalGas maintain disclosure controls and procedures designed to ensure that information required to be disclosed in their respective reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC and is accumulated and communicated to the management of each company, including each respective principal executive officer and principal financial officer, to allow timely decisions regarding required disclosure. In designing and evaluating these controls and procedures, the management of each company recognizes that any system of controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives; therefore, the management of each company applies judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Under the supervision and with the participation of the principal executive officers and principal financial officers of Sempra, SDG&E and SoCalGas, each such company's management evaluated the effectiveness of the design and operation of its disclosure controls and procedures as of June 30, 2024, the end of the period covered by this report. Based on these evaluations, the principal executive officers and principal financial officers of Sempra, SDG&E and SoCalGas concluded that their respective company's disclosure controls and procedures were effective at the reasonable assurance level as of such date.

### **INTERNAL CONTROL OVER FINANCIAL REPORTING**

There have been no changes in Sempra's, SDG&E's or SoCalGas' internal control over financial reporting during the most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, any such company's internal control over financial reporting.

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## **PART II – OTHER INFORMATION**

## ITEM 1. LEGAL PROCEEDINGS

We are not party to, and our property is not the subject of, any material pending legal proceedings (other than ordinary routine litigation incidental to our businesses) or environmental proceedings described in Item 103(c)(3) of SEC Regulation S-K except for the matters (1) described in Note 11 of the Notes to Condensed Consolidated Financial Statements in this report and in Note 16 of the Notes to Consolidated Financial Statements in the Annual Report, or (2) referred to in "Part I – Item 2. MD&A" in this report or in "Part I – Item 1A. Risk Factors" or "Part II – Item 7. MD&A" in the Annual Report.

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## ITEM 1A. RISK FACTORS

When evaluating our company and its consolidated entities and any investment in our or their securities, you should carefully consider the risk factors and all other information contained in this report and the other documents we file with the SEC (including those filed subsequent to this report), including the factors discussed in "Part I – Item 2. MD&A" in this report and "Part I – Item 1A. Risk Factors" and "Part II – Item 7. MD&A" in the Annual Report. Any of the risks and other information discussed in this report or any of the risk factors discussed in "Part I – Item 1A. Risk Factors" or "Part II – Item 7. MD&A" in the Annual Report, as well as additional risks and uncertainties not currently known to us or that we currently consider immaterial, could materially adversely affect our results of operations, financial condition, cash flows, prospects and/or the trading prices of our securities or those of our consolidated entities.

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## ITEM 5. OTHER INFORMATION

- (a) None.
- (b) None.
- (c) During the most recent fiscal quarter, (i) the individual listed below, who was at the time a Sempra director or officer, adopted a Rule 10b5-1 trading arrangement with respect to the securities of Sempra, with the material terms described below; (ii) no Sempra directors or officers terminated a Rule 10b5-1 trading arrangement or adopted or terminated a non-Rule 10b5-1 trading arrangement with respect to the securities of Sempra; and (iii) no SDG&E or SoCalGas directors or officers adopted or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement with respect to the securities of each such Registrant. As used herein, directors and officers are as defined in Rule 16a-1(f) under the Exchange Act, a Rule 10b5-1 trading arrangement is as defined in Item 408(a) of SEC Regulation S-K, and a non-Rule 10b5-1 trading arrangement is as defined in Item 408(c) of SEC Regulation S-K. The Rule 10b5-1 trading arrangement listed below is intended to satisfy the affirmative defense of Rule 10b5-1(c) under the Exchange Act.

**RULE 10B5-1 TRADING ARRANGEMENT***(In the three months ended June 30, 2024)*

Name and title of the director or officer	Date on which the director or officer adopted or terminated the trading arrangement	Duration of the trading arrangement	Aggregate number of securities to be purchased or sold pursuant to the trading arrangement
<b>Sempra:</b>			
Diana L. Day , Chief Legal Counsel	May 20, 2024	From May 14, 2025 until all shares are sold or the trading arrangement is otherwise terminated	<ul style="list-style-type: none"><li>2,875 shares of Sempra common stock subject to time-based RSUs vesting in January 2025, plus the accumulated dividend equivalents related to such RSUs</li><li>2,038 shares of Sempra common stock subject to time-based RSUs vesting in January 2026, plus the accumulated dividend equivalents related to such RSUs</li><li>all shares of Sempra common stock subject to 5,009 performance-based RSUs vesting in January and February of 2025<sup>(1)</sup></li><li>all shares of Sempra common stock subject to 4,939 performance-based RSUs vesting in January and February of 2026<sup>(1)</sup></li></ul> <p>in each case (i) plus shares subject to any additional awards of time-based RSUs that may be granted to Ms. Day after the date hereof and that vest at the times set forth above, and (ii) less shares to which Ms. Day would otherwise be entitled that are withheld to satisfy minimum statutory tax withholding requirements</p>

<sup>(1)</sup> *Shares subject to the performance-based RSUs scheduled to vest in January and February of 2025 and 2026 generally will vest, in whole or in part, or be forfeited in early 2025 or early 2026, as applicable, based on our total shareholder return for the three-year performance period ending on January 2, 2025 and January 2, 2026, as applicable, and EPS growth (as adjusted for long-term incentive plan purposes) for the three-year performance period ending on December 31, 2024 and December 31, 2025, as applicable. The number of shares that will vest may range from 0% to 200% of the target number of shares (plus dividend equivalents) and cannot be ascertained until the performance period has ended and the Compensation and Talent Development Committee of Sempra's board of directors has certified the results.*

## ITEM 6. EXHIBITS

The exhibits listed below relate to each Registrant as indicated. Unless otherwise indicated, the exhibits that are incorporated by reference herein were filed under File Number 1-14201 (Sempra), File Number 1-40 (Pacific Lighting Corporation), File Number 1-03779 (San Diego Gas & Electric Company) and/or File Number 1-01402 (Southern California Gas Company). All exhibits to which Sempra is a party have been named in this Exhibit Index with Sempra's current legal name (Sempra) rather than its former legal name (Sempra Energy) regardless of the date of the exhibit.

EXHIBIT INDEX		Incorporated by Reference			
Exhibit Number	Exhibit Description	Filed or Furnished Herewith	Form	Exhibit or Appendix	Filing Date
<b>EXHIBIT 3 -- ARTICLES OF INCORPORATION AND BYLAWS</b>					
<b>Sempra</b>					
3.1	<a href="#">Amended and Restated Articles of Incorporation of Sempra effective May 23, 2008.</a>		10-K	3.1	02/27/20
3.2	<a href="#">Certificate of Determination of Preferences of 4.875% Fixed-Rate Reset Cumulative Redeemable Perpetual Preferred Stock, Series C, of Sempra (including the form of certificate representing the 4.875% Fixed-Rate Reset Cumulative Redeemable Perpetual Preferred Stock, Series C), filed with the Secretary of State of the State of California and effective June 11, 2020.</a>		8-K	3.1	06/15/20
3.3	<a href="#">Certificate of Amendment of Amended and Restated Articles of Incorporation of Sempra dated May 12, 2023.</a>		8-K	3.1	05/16/23
3.4	<a href="#">Bylaws of Sempra (as amended through May 12, 2023).</a>		8-K	3.2	05/16/23
<b>San Diego Gas &amp; Electric Company</b>					
3.5	<a href="#">Amended and Restated Articles of Incorporation of San Diego Gas &amp; Electric Company effective August 15, 2014.</a>		10-K	3.4	02/26/15
3.6	<a href="#">Bylaws of San Diego Gas &amp; Electric Company (as amended through October 26, 2016).</a>		10-Q	3.1	11/02/16
<b>Southern California Gas Company</b>					
3.7	<a href="#">Restated Articles of Incorporation of Southern California Gas Company effective October 7, 1996.</a>		10-K	3.01	03/28/97
3.8	<a href="#">Bylaws of Southern California Gas Company (as amended through January 30, 2017).</a>		8-K	3.1	01/31/17
<b>EXHIBIT 4 -- INSTRUMENTS DEFINING THE RIGHTS OF SECURITY HOLDERS, INCLUDING INDENTURES</b>					
Certain instruments defining the rights of holders of long-term debt instruments are not required to be filed or incorporated by reference herein pursuant to Item 601(b)(4)(iii)(A) of SEC Regulation S-K. Each Registrant agrees to furnish a copy of such instruments to the SEC upon request.					
<b>Sempra</b>					
4.1	<a href="#">Officers' Certificate of Sempra, dated as of May 31, 2024, including the form of 6.875% Fixed-to-Fixed Reset Rate Junior Subordinated Note due 2054.</a>		8-K	4.1	05/31/24
<b>EXHIBIT 10 -- MATERIAL CONTRACTS</b>					
<b>Management Contract or Compensatory Plan, Contract or Arrangement</b>					
<b>Sempra / Southern California Gas Company</b>					
10.1	<a href="#">Severance Pay Agreement between Sempra and Sara P. Mijares, signed March 4, 2023 and effective March 1, 2023.</a>		X		

**EXHIBIT INDEX (CONTINUED)**

Exhibit Number	Exhibit Description	Filed or Furnished Herewith
<b>EXHIBIT 31 -- SECTION 302 CERTIFICATIONS</b>		
<b>Sempra</b>		
31.1 <a href="#">Certification of Sempra's Principal Executive Officer pursuant to Rules 13a-14 and 15d-14 of the Securities Exchange Act of 1934.</a> X		
31.2 <a href="#">Certification of Sempra's Principal Financial Officer pursuant to Rules 13a-14 and 15d-14 of the Securities Exchange Act of 1934.</a> X		
<b>San Diego Gas &amp; Electric Company</b>		
31.3 <a href="#">Certification of San Diego Gas &amp; Electric Company's Principal Executive Officer pursuant to Rules 13a-14 and 15d-14 of the Securities Exchange Act of 1934.</a> X		
31.4 <a href="#">Certification of San Diego Gas &amp; Electric Company's Principal Financial Officer pursuant to Rules 13a-14 and 15d-14 of the Securities Exchange Act of 1934.</a> X		
<b>Southern California Gas Company</b>		
31.5 <a href="#">Certification of Southern California Gas Company's Principal Executive Officer pursuant to Rules 13a-14 and 15d-14 of the Securities Exchange Act of 1934.</a> X		
31.6 <a href="#">Certification of Southern California Gas Company's Principal Financial Officer pursuant to Rules 13a-14 and 15d-14 of the Securities Exchange Act of 1934.</a> X		
<b>EXHIBIT 32 -- SECTION 906 CERTIFICATIONS</b>		
<b>Sempra</b>		
32.1 <a href="#">Certification of Sempra's Principal Executive Officer pursuant to 18 U.S.C. Sec. 1350.</a> X		
32.2 <a href="#">Certification of Sempra's Principal Financial Officer pursuant to 18 U.S.C. Sec. 1350.</a> X		
<b>San Diego Gas &amp; Electric Company</b>		
32.3 <a href="#">Certification of San Diego Gas &amp; Electric Company's Principal Executive Officer pursuant to 18 U.S.C. Sec. 1350.</a> X		
32.4 <a href="#">Certification of San Diego Gas &amp; Electric Company's Principal Financial Officer pursuant to 18 U.S.C. Sec. 1350.</a> X		
<b>Southern California Gas Company</b>		
32.5 <a href="#">Certification of Southern California Gas Company's Principal Executive Officer pursuant to 18 U.S.C. Sec. 1350.</a> X		
32.6 <a href="#">Certification of Southern California Gas Company's Principal Financial Officer pursuant to 18 U.S.C. Sec. 1350.</a> X		
<b>EXHIBIT 101 -- INTERACTIVE DATA FILE</b>		
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data file because its XBRL tags are embedded within the Inline XBRL document.	X
101.SCH	Inline XBRL Taxonomy Extension Schema Document.	X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.	X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.	X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.	X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.	X
<b>EXHIBIT 104 -- COVER PAGE INTERACTIVE DATA FILE</b>		
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).	

**SIGNATURES**

**Sempra:**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

SEMPRA,  
(Registrant)

Date: August 6, 2024      By: /s/ Peter R. Wall

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Peter R. Wall

Senior Vice President, Controller and Chief Accounting Officer (Duly Authorized Officer)

**San Diego Gas & Electric Company:**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

SAN DIEGO GAS & ELECTRIC COMPANY,  
(Registrant)

Date: August 6, 2024      By: /s/ Valerie A. Bille

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Valerie A. Bille

Vice President, Controller and Chief Accounting Officer (Duly Authorized Officer)

**Southern California Gas Company:**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

SOUTHERN CALIFORNIA GAS COMPANY,  
(Registrant)

Date: August 6, 2024      By: /s/ Sara P. Mijares

---

Sara P. Mijares

Vice President, Controller and Chief Accounting Officer (Duly Authorized Officer)

**SEMPRA ENERGY  
SEVERANCE PAY AGREEMENT**

**THIS AGREEMENT** (this “Agreement”), dated as of March 1, 2023 (the “Effective Date”), is made by and between SEMPRA ENERGY, a California corporation (“Sempra Energy”), and Sara P. Mijares (the “Executive”).

**WHEREAS**, the Executive is currently employed by Sempra Energy or another corporation or trade or business which is a member of a Controlled Group of Corporations (Sempra Energy and such other controlled group members, collectively, the “Company”);

**WHEREAS**, Sempra Energy and the Executive desire to enter into this Agreement as may be restated from time to time in order to provide reasonable assurances to the Executive and maintain a constructive relationship following the termination of Executive’s employment with Company; and

**WHEREAS**, the Board of Directors of Sempra Energy (the Board) or an authorized committee thereof has authorized the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, Sempra Energy and the Executive hereby agree as follows:

**Section 1. Definitions.** For purposes of this Agreement, the following capitalized terms have the meanings set forth below:

“AAA” has the meaning assigned thereto in Section 13(c) hereof.

“Accounting Firm” has the meaning assigned thereto in Section 8(e) hereof.

“Accrued Obligations” means the sum of (a) the Executive’s Annual Base Salary through the Date of Termination to the extent not theretofore paid, (b) an amount equal to any annual Incentive Compensation Awards earned with respect to fiscal years ended prior to the year that includes the Date of Termination to the extent not theretofore paid, (c) any accrued and unpaid vacation, and (d) reimbursement for unreimbursed business expenses, if any, properly incurred by the Executive in the performance of the Executive’s duties in accordance with Company policies applicable to the Executive from time to time, in each case to the extent not theretofore paid.

“Affiliate” has the meaning set forth in Rule 12b-2 promulgated under the Exchange Act.

“Annual Base Salary” means the Executive’s annual base salary from the Company.

“Asset Purchaser” has the meaning assigned thereto in Section 16(e).

“Asset Sale” has the meaning assigned thereto in Section 16(e).

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"Average Annual Bonus" means the average of the annual bonuses from the Company earned by the Executive with respect to the three (3) fiscal years of Sempra Energy ending immediately preceding the Date of Termination (the "Bonus Fiscal Years"); *provided, however, that, if the Executive was employed by the Company for less than three (3) Bonus Fiscal Years, "Average Annual Bonus" means the average of the annual bonuses (if any) from the Company earned by the Executive with respect to the Bonus Fiscal Years during which the Executive was employed by the Company; and, provided, further, that, if the Executive was not employed by the Company during any of the Bonus Fiscal Years, Average Annual Bonus" means zero (\$0).*

"Cause" means:

(a) Prior to a Change in Control, (i) the Executive's willful failure to substantially perform the Executive's job duties, (ii) Executive's grossly negligent performance of the Executive's duties, (iii) the Executive's gross insubordination; (iv) the Executive's commission of one or more acts of significant dishonesty or moral turpitude (including but not limited to criminal acts involving one or more acts of moral turpitude) which have or result in an adverse effect on the Company, monetarily or otherwise; and/or (v) the Executive's serious violation of a material policy of Sempra Energy or its Affiliates that is applicable to the Executive. For purposes of clause (i) of this subsection (a), no act, or failure to act, on the Executive's part shall be deemed "willful" if due to the Executive's incapacity due to physical or mental illness, or if the Executive acted in good faith and with reasonable belief that the Executive's act, or failure to act, was in the best interests of the Company.

(b) From and after a Change in Control (or in connection with a termination occurring pursuant to Section 5(f)), (i) the Executive's willful and continued failure to substantially perform the Executive's duties with the Company (other than any such failure resulting from the Executive's incapacity due to physical or mental illness or other than any such actual or anticipated failure after the issuance by the Executive of a Notice of Termination for Good Reason pursuant to Section 2 hereof and after the Company's cure period relating to the event on which Good Reason is based, if any and if applicable, has expired) and/or (ii) the Executive's commission of one or more acts of moral turpitude that constitute a violation of applicable law (including but not limited to a felony involving one or more acts of moral turpitude) which have or result in an adverse effect on the Company, monetarily or otherwise, or one or more significant acts of dishonesty. For purposes of clause (i) of this subsection (b), no act, or failure to act, on the Executive's part shall be deemed "willful" unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive's act, or failure to act, was in the best interests of the Company. Notwithstanding the foregoing, the Executive shall not be deemed terminated for Cause pursuant to clause (i) of this subsection (b) unless and until the Executive shall have been provided with reasonable notice of and, if possible, a reasonable opportunity to cure the facts and circumstances claimed to provide a basis for termination of the Executive's employment for Cause.

"Change in Control" shall be deemed to have occurred on the date that a change in the ownership of Sempra Energy, a change in the effective control of Sempra Energy, or a change in the ownership of a substantial portion of assets of Sempra Energy occurs (each, as defined in subsection (a) below), except as otherwise provided in subsections (b), (c) and (d) below:

(a) (i) a "change in the ownership of Sempra Energy" occurs on the date that any one Person, or more than one Person acting as a Group, acquires ownership of stock of Sempra Energy that, together with stock held by such Person or Group, constitutes more than fifty percent (50%) of the total fair market value or total voting power of the stock of Sempra Energy,

(ii) a "change in the effective control of Sempra Energy" occurs only on either of the following dates:

(1) the date any one Person, or more than one Person acting as a Group, acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such Person or Persons) ownership of stock of Sempra Energy possessing thirty percent (30%) or more of the total voting power of the stock of Sempra Energy, or

(2) the date a majority of the members of the Board is replaced during any twelve (12) month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of appointment or election, and

(iii) a "change in the ownership of a substantial portion of assets of Sempra Energy" occurs on the date any one Person, or more than one Person acting as a Group, acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such Person or Persons) assets from Sempra Energy that have a total gross fair market value equal to or more than eighty-five percent (85%) of the total gross fair market value of all of the assets of Sempra Energy immediately before such acquisition or acquisitions.

(b) A "change in the ownership of Sempra Energy" or "a change in the effective control of Sempra Energy" shall not occur under clause (a)(i) or (a)(ii) by reason of any of the following:

(i) an acquisition of ownership of stock of Sempra Energy directly from Sempra Energy or its Affiliates other than in connection with the acquisition by Sempra Energy or its Affiliates of a business,

(ii) a merger or consolidation which would result in the voting securities of Sempra Energy outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company, at least sixty percent (60%) of the combined voting power of the securities of Sempra Energy or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation, or

(iii) a merger or consolidation effected to implement a recapitalization of Sempra Energy (or similar transaction) in which no Person is or becomes the "beneficial owner" (within the meaning of Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, of securities of Sempra Energy (not including the securities beneficially owned by such Person any securities acquired directly from Sempra Energy or its Affiliates other than in connection with the acquisition by Sempra Energy or its Affiliates of a business) representing twenty percent (20%) or more of the combined voting power of Sempra Energy's then outstanding securities.

(c) A change in the ownership of a substantial portion of assets of Sempra Energy shall not occur under clause (a)(iii) by reason of a sale or disposition by Sempra Energy of the assets of Sempra Energy to an entity, at least sixty percent (60%) of the combined voting power of the voting securities of which are owned by shareholders of Sempra Energy in substantially the same proportions as their ownership of Sempra Energy immediately prior to such sale.

(d) This definition of Change in Control shall be limited to the definition of a change in control event with respect to the Executive and relating to Sempra Energy under Treasury Regulation Section 1.409A-3(i)(5). A Change in Control shall only occur if there is a Change in Control (as determined by the definition of Change in Control of this Agreement without regard to this subsection (d)) and a change in control event relating to Sempra Energy under Treasury Regulation Section 1.409A-3(i)(5) with respect to the Executive.

"Change in Control Date" means the date on which a Change in Control occurs.

"COBRA" means coverage required by Section 4980B of the Code.

"COBRA Premium" means, with respect to the type and level of coverage provided to the Executive and his/her dependents pursuant to COBRA, the employer-paid portion of the monthly premium for such coverage as applicable for similarly-situated active employees.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compensation Committee" means the compensation committee (however designated) of the Board.

"Consulting Payment" has the meaning assigned thereto in Section 14(e) hereof.

"Consulting Period" has the meaning assigned thereto in Section 14(f) hereof.

"Continued Benefits" has the meaning assigned thereto in Section 5(c) hereof.

"Controlled Group of Corporations" means a group of companies within the meaning of Section 414(b) or (c) of the Code of which Sempra Energy is a component member, determined by applying an ownership threshold of 50%.

"Date of Termination" has the meaning assigned thereto in Section 2(b) hereof.

"Disability" has the meaning set forth in the long-term disability plan or its successor maintained by the Company entity that is the employer of the Executive; *provided, however*, that the Executive's employment hereunder may not be terminated by reason of Disability unless (a) at the time of such termination there is no reasonable expectation that the Executive will return to work within the next ninety (90) day period and (b) such termination is permitted by all applicable disability laws.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the applicable rulings and regulations thereunder.

"Excise Tax" has the meaning assigned thereto in Section 8(a) hereof.

"Good Reason" means:

(a) Prior to a Change in Control, the occurrence of any of the following without the prior written consent of the Executive, unless such act or failure to act is corrected by the Company prior to the Date of Termination specified in the Notice of Termination (as required under Section 2 hereof):

(i) the assignment to the Executive of any duties materially inconsistent with the range of duties and responsibilities appropriate to an executive of comparable rank within the Company (such range determined by reference to past, current and reasonable practices within the Company);

(ii) a material reduction in the Executive's overall standing and responsibilities within the Company, not including a mere change in title or a transfer within the Company, which change in title or transfer does not adversely affect the Executive's overall status within the Company in any material respect;

(iii) a material reduction by the Company in the Executive's aggregate annualized compensation and benefits opportunities, except for across-the-board reductions (or modifications of benefit plans) similarly affecting all similarly situated executives of the Company of comparable rank with the Executive;

(iv) the failure by the Company to pay to the Executive any portion of the Executive's current compensation and benefits or any portion of an installment of deferred compensation under any deferred compensation program of the Company within thirty (30) days of the date such compensation is due;

(v) any purported termination of the Executive's employment that is not effected pursuant to a Notice of Termination satisfying the requirements of Section 2 hereof;

(vi) the failure by Sempra Energy to perform its obligations under Section 16(c) or (d) hereof;

(vii) the failure by the Company to provide the indemnification and D&O insurance protection Section 10 of this Agreement requires it to provide; or

(viii) the failure by Sempra Energy (or any of the entities comprising the Company, as applicable) to comply with any material provision of this Agreement.

(b) From and after a Change in Control (or in connection with a termination occurring pursuant to Section 5(f)), the occurrence of any of the following without the prior written consent of the Executive, unless such act or failure to act is corrected by the Company prior to the Date of Termination specified in the Notice of Termination (as required under Section 2 hereof):

(i) an adverse change in the Executive's title, authority, duties, responsibilities or reporting lines as in effect immediately prior to the Change in Control;

(ii) a reduction by the Company in the Executive's aggregate annualized compensation opportunities, except for across-the-board reductions in base salaries, annual bonus opportunities or long-term incentive compensation opportunities of less than ten percent (10%) similarly affecting all similarly situated executives (including, if applicable, of the Person then in control of Sempra Energy) of comparable rank with the Executive; or the failure by the Company to continue in effect any material benefit plan in which the Executive participates immediately prior to the Change in Control, unless an equitable arrangement (embodied in an ongoing substitute or alternative plan) has been made with respect to such plan, or the failure by the Company to continue the Executive's participation therein (or in such substitute or alternative plan) on a basis not materially less favorable, both in terms of the amount of benefits provided and the level of the Executive's participation relative to other participants, as existed at the time of the Change in Control;

(iii) the relocation of the Executive's principal place of employment immediately prior to the Change in Control Date (the "Principal Location") to a location which is both further away from the Executive's residence and more than thirty (30) miles from such Principal Location, or the Company's requiring the Executive to be based anywhere other than such Principal Location (or permitted relocation thereof), or a substantial increase in the Executive's business travel obligations outside of the Southern California area as of immediately prior to the Change in Control (without regard to any changes therein in anticipation of the Change in Control) other than any such increase that (A) arises in connection with extraordinary business activities of the Company of limited duration and (B) is understood not to be part of the Executive's regular duties with the Company;

(iv) the failure by the Company to pay to the Executive any portion of the Executive's current compensation and benefits or any portion of an installment of deferred compensation under any deferred compensation program of the Company within thirty (30) days of the date such compensation is due;

(v) any purported termination of the Executive's employment that is not effected pursuant to a Notice of Termination satisfying the requirements of Section 2 hereof;

(vi) the failure by Sempra Energy to perform its obligations under Section 16(c) or (d) hereof;

(vii) the failure by the Company to provide the indemnification and D&O insurance protection Section 10 of this Agreement requires it to provide; or

(viii) the failure by Sempra Energy (or any of the entities comprising the Company, as applicable) to comply with any material provision of this Agreement.

Following a Change in Control, the Executive's determination that an act or failure to act constitutes Good Reason shall be presumed to be valid unless such determination is deemed to be unreasonable by an arbitrator pursuant to the procedure described in Section 13 hereof. The Executive's right to terminate the Executive's employment for Good Reason shall not be affected by the Executive's incapacity due to physical or mental illness. The Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder.

"Group" shall have the meaning of such term as used in Rule 13d-5(b)(1) promulgated under the Exchange Act.

"Incentive Compensation Awards" means awards granted under Incentive Compensation Plans providing the Executive with the opportunity to earn, on a year-by-year basis, annual and long-term incentive compensation.

"Incentive Compensation Plans" means annual incentive compensation plans and long-term incentive compensation plans of the Company, which long-term incentive compensation plans may include plans offering stock options, restricted stock, units and other long-term incentive compensation.

"Involuntary Termination" means (a) the Executive's Separation from Service by reason other than for Cause, death, Disability, or Mandatory Retirement, or (b) the Executive's Separation from Service by reason of resignation of employment for Good Reason.

"JAMS" has the meaning assigned thereto in Section 13(c) hereof.

"Mandatory Retirement" means termination of employment pursuant to the Company's mandatory retirement policy.

"Medical Continuation Benefits" has the meaning assigned thereto in Section 4(c) hereof.

"Notice of Termination" has the meaning assigned thereto in Section 2(a) hereof.

"Payment" has the meaning assigned thereto in Section 8(a) hereof.

"Payment in Lieu of Notice" has the meaning assigned thereto in Section 2(b) hereof.

“Person” means any individual, corporation, partnership limited liability company, estate, trust, or other entity, including a “Group”.

“Post-Change in Control Severance Payment” has the meaning assigned thereto in Section 5 hereof.

“Pre-Change in Control Severance Payment” has the meaning assigned thereto in Section 4 hereof.

“Principal Location” has the meaning assigned thereto in clause (b)(iii) of the definition of Good Reason, above.

“Proprietary Information” has the meaning assigned thereto in Section 14(a) hereof.

“Pro Rata Bonus” means a severance amount equal to the greater of (a) the Executive’s Target Bonus as in effect immediately prior to the Change in Control or on the Date of Termination, whichever is greater, or (b) the Executive’s Average Annual Bonus, multiplied by a fraction, (X) the numerator of which shall be the number of days from the beginning of such fiscal year to and including the Date of Termination and (Y) the denominator of which shall be three hundred sixty-five (365).

“Release” has the meaning assigned thereto in Section 4 hereof. The Release is not a condition of employment or continued employment or a condition of receiving a raise or a bonus.

“Release Requirements” has the meaning assigned thereto in Section 4 hereof.

“Section 409A Payments” means any payments under this Agreement which are subject to Section 409A of the Code.

“Sempra Energy Control Group” means Sempra Energy and all Persons with whom Sempra Energy would be considered a single employer under Section 414(b) or (c) of the Code, as determined from time to time.

“Separation from Service” has the meaning set forth in Treasury Regulation Section 1.409A-1(h).

“Specified Employee” shall be determined in accordance with Section 409A(a)(2)(B)(i) of the Code and Treasury Regulation Section 1.409A-1(i).

“Target Bonus” means, for any year, the target annual bonus from the Company that may be earned by the Executive for such year (regardless of the actual annual bonus earned, if any); *provided, however,* that if, as of the Date of Termination, a target annual bonus has not been established for the Executive for the year in which the Date of Termination occurs, the “Target Bonus” as of the Date of Termination shall be equal to the target annual bonus, if any, for the immediately preceding fiscal year of Sempra Energy.

For purposes of this Agreement, references to any “Treasury Regulation” shall mean such Treasury Regulation as in effect on the date hereof.

**Section 2. Notice and Date of Termination**

(a) Any termination of the Executive's employment by the Company or by the Executive shall be communicated by a written notice of termination to the other party (the “Notice of Termination”). Where applicable, the Notice of Termination shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated. Unless the Board or a committee thereof, in writing, provides a longer notice period, a Notice of Termination by the Executive alleging a termination for Good Reason must be made within one hundred eighty (180) days of the act or failure to act that the Executive alleges to constitute Good Reason.

(b) The date of the Executive's termination of employment with the Company (the Date of Termination) shall be determined as follows: (i) if the Executive's Separation from Service is at the volition of the Company, then the Date of Termination shall be the date specified in the Notice of Termination (which, in the case of a termination by the Company other than for Cause, shall not be less than two (2) weeks from the date such Notice of Termination is given unless the Company elects to pay the Executive, in addition to any other amounts payable hereunder, an amount (the “Payment in Lieu of Notice”) equal to two (2) weeks of the Executive's Annual Base Salary in effect on the Date of Termination), and (ii) if the Executive's Separation from Service is by the Executive for Good Reason, the Date of Termination shall be determined by the Executive and specified in the Notice of Termination, but in no event be less than fifteen (15) days nor more than sixty (60) days after the date such Notice of Termination is given. The Payment in Lieu of Notice shall be paid on such date as is required by law, but no later than thirty (30) days after the date of the Executive's Separation from Service.

**Section 3. Termination from the Board**. Upon the termination of the Executive's employment for any reason, the Executive's membership on the Board, the board of directors of any Affiliates of Sempra Energy, any committees of the Board and any committees of the board of directors of any of the Affiliates of Sempra Energy, if applicable, shall be automatically terminated and the Executive agrees to promptly take any and all actions (including resigning) required by Sempra Energy or any of its Affiliates to evidence and effect such termination of membership.

**Section 4. Severance Benefits upon Involuntary Termination Prior to Change in Control** Except as provided in Sections 5(f) and 19(i) hereof, in the event of the Involuntary Termination of the Executive prior to a Change in Control, Sempra Energy shall, or shall cause one of its Affiliates that is the employer of the Executive to, pay the Executive, in one lump sum cash payment, an amount (the “Pre-Change in Control Severance Payment”) equal to one-half (0.5) times the sum of (X) the Executive's Annual Base Salary as in effect on the Date of Termination plus (Y) an amount equal to the greater of (I) his/her Average Annual Bonus or (II) the Target Bonus in effect on the Date of Termination. In addition to the Pre-Change in Control Severance Payment, the Executive shall be entitled to the following additional benefits specified

in Section 4(a) through (e). The Company's obligation to pay the Pre-Change in Control Severance Payment or provide the benefits set forth in Section 4(c), (d) and (e) is subject to and conditioned upon the Executive's satisfaction of the Release Requirements. The Pre-Change in Control Severance Payment shall be paid on the sixtieth (60<sup>th</sup>) day (or if the sixtieth (60<sup>th</sup>) day falls on a weekend or banking holiday, the next succeeding business day) after the date of the Involuntary Termination (the "Payment Date"), *provided* that the Release Requirements are satisfied on or before the Payment Date and remain satisfied on the Payment Date. If the Release Requirements are not satisfied on the Payment Date, no Pre-Change in Control Severance Payment shall be paid hereunder and none of the benefits described in Section 4(c), (d) or (e) shall be provided, and the Executive shall have no right to the Pre-Change in Control Severance Payment or the applicable benefits. The "Release Requirements" will be satisfied if, on the Payment Date, the Executive has executed a release of all claims substantially in the form attached hereto as Exhibit A (the "Release"), the revocation period required by applicable law has expired, and the Executive has not revoked the Release and the Release is effective. If the Release Requirements are satisfied on a date prior to the Payment Date, any portion of the Pre-Change in Control Severance Payment or the applicable benefits that are not subject to Section 409A of the Code can be paid on a date prior to the Payment Date, as determined in the sole discretion of Sempra Energy (and in no event shall the Executive be able to elect the date of payment). If the period in which the Release Requirements could be satisfied spans more than one taxable year, then the Pre-Change in Control Severance Payment shall not be made until the later taxable year.

(a) Accrued Obligations. The Company shall pay the Executive a lump sum amount in cash equal to Accrued Obligations within the time prescribed by law.

(b) Equity-Based Compensation. The Executive shall retain all rights to any equity-based compensation awards to the extent set forth in the applicable plan and/or award agreement.

(c) Welfare Benefits. Subject to the terms and conditions of this Agreement, if the Executive (and, to the extent applicable, his/her eligible dependents) is eligible to and elects COBRA coverage in connection with the Executive's Involuntary Termination, then the Executive (and the Executive's dependents who have elected COBRA coverage) shall be provided with group medical benefits as required by COBRA ("Medical Continuation Benefits") on substantially the same terms and conditions and at the same cost to the Executive as apply to similarly-situated active employees of the Company for the same type and level of coverage. The Medical Continuation Benefits shall be provided for a period of up to six (6) months following the date of the Involuntary Termination (and up to an additional six (6) months if the Executive provides consulting services under Section 14(f) hereof); *provided, however*, that (i) the Medical Continuation Benefits (including any Medical Continuation Benefits that are provided pursuant to this Section 4(c) for periods after the maximum COBRA coverage period) shall be provided on the same terms and conditions that apply to COBRA coverage (including termination thereof), (ii) if the Medical Continuation Benefits are to be provided pursuant to this Section 4(c) past the maximum COBRA coverage period, Sempra Energy may, in its sole discretion, provide or cause to be provided to the Executive, in lieu of the Medical Continuation

Benefits for any period in excess of the maximum COBRA coverage period, a taxable monthly cash payment in an amount equal to the COBRA Premium, and (iii) the Medical Continuation Benefits shall be provided in a manner that complies with Treasury Regulation Section 1.409A-1(a)(5). Notwithstanding the foregoing, if Sempra Energy determines in its sole discretion that the Medical Continuation Benefits cannot be provided without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act) or that the provision of Medical Continuation Benefits under this Agreement would subject Sempra Energy or any of its Affiliates to a material tax or penalty, (A) the Executive shall be provided, in lieu thereof, with a taxable monthly payment in an amount equal to the COBRA Premium or (B) Sempra Energy shall have the authority to amend the Agreement to the limited extent reasonably necessary to avoid such violation of law or tax or penalty and shall use all reasonable efforts to provide the Executive with a comparable benefit that does not violate applicable law or subject Sempra Energy or any of its Affiliates to such tax or penalty. Any Medical Continuation Benefits provided pursuant to this Section 4(c) shall be co-extensive with (and not in addition to) any benefits to which the Executive (and the Executive's covered dependents) may be entitled under COBRA or similar provisions of applicable state law.

(d) Outplacement Services. The Executive shall receive reasonable outplacement services, on an in-kind basis, suitable to the Executive's position and directly related to the Executive's Involuntary Termination, for a period of twelve (12) months following the date of the Involuntary Termination, in an aggregate amount of cost to the Company not to exceed \$50,000. Notwithstanding the foregoing, the Executive shall cease to receive outplacement services on the date the Executive accepts employment with a subsequent employer. Such outplacement services shall be provided in a manner that complies with Treasury Regulation Section 1.409A-1(b)(9)(v)(A).

(e) Financial Planning Services. The Executive shall receive financial planning services, on an in-kind basis, for a period of twelve (12) months following the Date of Termination. Such financial planning services shall include expert financial and legal resources to assist the Executive with financial planning needs and shall be limited to (i) current investment portfolio management, (ii) tax planning, (iii) tax return preparation, and (iv) estate planning advice and document preparation (including wills and trusts); *provided, however,* that the Company shall provide such financial planning services during any taxable year of the Executive only to the extent the cost to the Company for such taxable year does not exceed \$25,000. The Company shall provide such financial planning services through a financial planner selected by the Company, and shall pay the fees for such financial planning services. The financial planning services provided during any taxable year of the Executive shall not affect the financial planning services provided in any other taxable year of the Executive. The Executive's right to financial planning services shall not be subject to liquidation or exchange for any other benefit. Such financial planning services shall be provided in a manner that complies with Treasury Regulation Section 1.409A-3(i)(1)(iv).

**Section 5. Severance Benefits upon Involuntary Termination in Connection with and after Change in Control.** Notwithstanding the provisions of Section 4 above, and except as provided in Section 19(i) hereof, in the event of the Involuntary Termination of the Executive

on or within two (2) years following a Change in Control, in lieu of the payments described in Section 4 above, Sempra Energy shall, or shall cause one of its Affiliates that is the employer of the Executive to, pay the Executive, in one lump sum cash payment, an amount (the “Post-Change in Control Severance Payment”) equal to (a) the Pro Rata Bonus plus (b) the sum of (X) the Executive’s Annual Base Salary as in effect immediately prior to the Change in Control or on the Date of Termination, whichever is greater, plus (Y) an amount equal to the greater of (I) the Executive’s Target Bonus determined immediately prior to the Change in Control or the Date of Termination, whichever is greater and (II) the Executive’s Average Annual Bonus; *provided, however,* that, in the event that the Involuntary Termination occurs prior to August 21, 2026, the Post-Change in Control Severance Payment shall be increased by twenty-five percent (25%). In addition to the Post-Change in Control Severance Payment, the Executive shall be entitled to the following additional benefits specified in Section 5(a) through (e). The Company’s obligation to pay the Post-Change in Control Severance Payment or provide the benefits set forth in Section 5(b), (c), (d) and (e) is subject to and conditioned upon the Executive’s satisfaction of the Release Requirements. Except as provided in Section 5(f), the Post-Change in Control Severance Payment shall be paid on the Payment Date provided that the Release Requirements are satisfied on or before the Payment Date and remain satisfied on the Payment Date. If the Release Requirements are not satisfied on the Payment Date, no Post-Change in Control Severance Payment shall be paid hereunder and none of the benefits described in Section 5(b), (c), (d) or (e) shall be provided, and the Executive shall have no right to the Pre-Change in Control Severance Payment or the applicable benefits. If the Release Requirements are satisfied on a date prior to the Payment Date, any portion of the Post-Change in Control Severance Payment or the applicable benefits that are not subject to Section 409A of the Code can be paid on a date prior to the Payment Date, as determined in the sole discretion of Sempra Energy (and in no event shall the Executive be able to elect the date of payment). If the period in which Release Requirements could be satisfied spans more than one taxable year, then the Post-Change in Control Severance Payment and applicable benefits shall not be made until the later taxable year.

(a) Accrued Obligations. The Company shall pay the Executive a lump sum amount in cash equal to the Accrued Obligations within the time required by law and, to the extent applicable, in accordance with the applicable plan, policy or arrangement pursuant to which such payments are to be made.

(b) Equity-Based Compensation. Notwithstanding the provisions of any applicable equity-based compensation plan or award agreement to the contrary, all equity-based Incentive Compensation Awards (including, without limitation, stock options, stock appreciation rights, restricted stock awards, restricted stock units, performance share awards, and dividend equivalents) held by the Executive shall immediately vest and become exercisable or payable, as the case may be, as of the Date of Termination, to be exercised or paid, as the case may be, in accordance with the terms of the applicable Incentive Compensation Plan and Incentive Compensation Award agreement, and any restrictions on any such Incentive Compensation Awards shall automatically lapse; *provided, however,* that, in the case of any stock option or stock appreciation rights awards that remain outstanding on the Date of Termination, such stock options and stock appreciation rights shall remain exercisable until the earlier of (i) the later of

eighteen (18) months following the Date of Termination or the period specified in the applicable Incentive Compensation Award agreement or (ii) the expiration of the original term of such Incentive Compensation Award (or, if earlier, the tenth (10th) anniversary of the original date of grant) (it being understood that all Incentive Compensation Awards shall remain outstanding and exercisable for a period that is no less than that provided for in the applicable agreement in effect as of the date of grant).

(c) Welfare Benefits. Subject to the terms and conditions of this Agreement, the Executive and the Executive's dependents shall be provided with life, disability, accident and Medical Continuation Benefits (which benefits are collectively referred to herein as "Continued Benefits") which are substantially similar to those provided to the Executive and the Executive's dependents immediately prior to the date of Involuntary Termination or the Change in Control Date, whichever is more favorable to the Executive; *provided, however,* that the Medical Continuation Benefits shall be provided pursuant to this Section 5(c) only if the Executive (and, to the extent applicable, his/her eligible dependents) is eligible to and elects COBRA coverage in connection with the Executive's Involuntary Termination, the Medical Continuation Benefits shall be provided in accordance with COBRA, and the Medical Continuation Benefits shall be provided on substantially the same terms and conditions and at the same cost to the Executive as apply to similarly-situated active employees of the Company for the same type and level of coverage. The Continued Benefits shall be provided for a period of up to six (6) months following the date of the Involuntary Termination (and up to an additional twelve (12) months if the Executive provides consulting services under Section 14(f) hereof); *provided, however,* that (i) the Medical Continuation Benefits (including any Medical Continuation Benefits that are provided pursuant to this Section 5(c) for periods after the maximum COBRA coverage period) shall be provided on the same terms and conditions that apply to COBRA coverage (including termination thereof), (ii) if the Medical Continuation Benefits are to be provided pursuant to this Section 5(c) past the maximum COBRA coverage period, Sempra Energy may, in its sole discretion, provide or cause to be provided to the Executive, in lieu of the Medical Continuation Benefits for any period in excess of the maximum COBRA coverage period, a taxable monthly cash payment in an amount equal to the COBRA Premium, and (iii) the Medical Continuation Benefits shall be provided in a manner that complies with Treasury Regulation Section 1.409A-1(a)(5) and the Continued Benefits will be provided in a manner that complies with Section 409A of the Code. Notwithstanding the foregoing, if Sempra Energy determines in its sole discretion that the Medical Continuation Benefits cannot be provided without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act) or that the provision of Medical Continuation Benefits under this Agreement would subject Sempra Energy or any of its Affiliates to a material tax or penalty, (A) the Executive shall be provided, in lieu thereof, with a taxable monthly payment in an amount equal to the COBRA Premium or (B) Sempra Energy shall have the authority to amend the Agreement to the limited extent reasonably necessary to avoid such violation of law or tax or penalty and shall use all reasonable efforts to provide the Executive with a comparable benefit that does not violate applicable law or subject Sempra Energy or any of its Affiliates to such tax or penalty. Any Medical Continuation Benefits provided pursuant to this Section 5(c) shall be co-extensive with (and not in addition to) any benefits to which the Executive (and the Executive's covered dependents) may be entitled under COBRA or similar provisions of applicable state law.

(d) Outplacement Services. The Executive shall receive reasonable outplacement services, on an in-kind basis, suitable to the Executive's position and directly related to the Executive's Involuntary Termination, for a period of eighteen (18) months following the date of Involuntary Termination (but in no event beyond the last day of the Executive's second (2nd) taxable year following the Executive's taxable year in which the Involuntary Termination occurs), in the aggregate amount of cost to the Company not to exceed \$50,000. Notwithstanding the foregoing, the Executive shall cease to receive outplacement services on the date the Executive accepts employment with a subsequent employer. Such outplacement services shall be provided in a manner that complies with Treasury Regulation Section 1.409A-1(b)(9)(v)(A).

(e) Financial Planning Services. The Executive shall receive financial planning services, on an in-kind basis, for a period of eighteen (18) months following the date of Involuntary Termination. Such financial planning services shall include expert financial and legal resources to assist the Executive with financial planning needs and shall be limited to (i) current investment portfolio management, (ii) tax planning, (iii) tax return preparation, and (iv) estate planning advice and document preparation (including wills and trusts); *provided, however,* that the Company shall provide such financial services during any taxable year of the Executive only to the extent the cost to the Company for such taxable year does not exceed \$25,000. The Company shall provide such financial planning services through a financial planner selected by the Company, and shall pay the fees for such financial planning services. The financial planning services provided during any taxable year of the Executive shall not affect the financial planning services provided in any other taxable year of the Executive. The Executive's right to financial planning services shall not be subject to liquidation or exchange for any other benefit. Such financial planning services shall be provided in a manner that complies with Section 1.409A-3(i)(1)(iv).

(f) Involuntary Termination in Connection with a Change in Control. Notwithstanding anything contained herein, in the event of an Involuntary Termination prior to a Change in Control, if the Involuntary Termination (i) was at the request of a third party who has taken steps reasonably calculated to effect such Change in Control or (ii) otherwise arose in connection with or in anticipation of such Change in Control, then the Executive shall, in lieu of the payments described in Section 4 hereof, be entitled to the Post-Change in Control Severance Payment and the additional benefits described in this Section 5 as if such Involuntary Termination had occurred within two (2) years following the Change in Control. The amounts specified in Section 5 that are to be paid under this Section 5(f) shall be reduced by any amount previously paid under Section 4. The amounts to be paid under this Section 5(f) shall be paid within sixty (60) days after the Change in Control Date of such Change in Control unless otherwise required by Section 409A of the Code.

**Section 6. Severance Benefits upon Termination by the Company for Cause or by the Executive Other than for Good Reason.** If the Executive's employment shall be terminated for Cause, or if the Executive terminates employment other than for Good Reason, the Company shall have no further obligations to the Executive under this Agreement other than

the pre-Change in Control Accrued Obligations and any amounts or benefits described in Section 10 hereof.

**Section 7. Severance Benefits upon Termination due to Death or Disability.** If the Executive has a Separation from Service by reason of death or Disability, the Company shall pay the Executive or the Executive's estate, as the case may be, the Accrued Obligations and a severance amount equal to the Pro Rata Bonus (without regard to whether a Change in Control has occurred) and any amounts or benefits described in Section 10 hereof. Such payments shall be in addition to those rights and benefits to which the Executive or the Executive's estate may be entitled under the relevant Company plans or programs. The Company's obligation to pay the severance amount pursuant to this Section 7 is conditioned upon satisfaction of the Release Requirements by the Executive, the Executive's representative or the Executive's estate, as the case may be. The Accrued Obligations shall be paid within the time required by law and the severance amount payable pursuant to this Section 7 shall be paid on the Payment Date *provided* that the Release Requirements are satisfied on or prior to the Payment Date. If the Release Requirements are not satisfied on or prior to the Payment Date, no severance payment shall be provided hereunder and neither the Executive nor the Executive's estate, as the case may be, will have any right to the severance payment. If the Release Requirements are satisfied on a date prior to the Payment Date, any portion of the severance benefit pursuant to this Section 7 that is not subject to Section 409A of the Code can be paid on a date prior to the Payment Date, as determined in the sole discretion of Sempra Energy (and in no event shall the Executive or the Executive's estate, as applicable, be able to elect the date of payment). If the period in which Release Requirements could be satisfied spans more than one taxable year, then the severance payment pursuant to this Section 7 shall not be made until the later taxable year.

**Section 8. Limitation on Payments by the Company.**

(a) Anything in this Agreement to the contrary notwithstanding and except as set forth in this Section 8 below, in the event it shall be determined that any payment or distribution "in the nature of compensation" (within the meaning of Section 280G(b)(2) of the Code) to or for the benefit of the Executive, whether paid or payable pursuant to this Agreement or otherwise (the "Payment") would be subject (in whole or in part) to the excise tax imposed by Section 4999 of the Code, (the "Excise Tax"), then, subject to Section 8(b), the Pre-Change in Control Severance Payment or the Post-Change in Control Severance Payment (whichever is applicable) payable under this Agreement shall be reduced under this Section 8(a) to the amount equal to the Reduced Payment. For such Payment payable under this Agreement, the "Reduced Payment" shall be the amount equal to the greatest portion of the Payment (which may be zero (\$0)) that, if paid, would result in no portion of any Payment being subject to the Excise Tax.

(b) The Pre-Change in Control Severance Payment or the Post-Change in Control Severance Payment (whichever is applicable) payable under this Agreement shall not be reduced under Section 8(a) if:

(i) such reduction in such Payment is not sufficient to cause no portion of any Payment to be subject to the Excise Tax, or

(ii) the Net After-Tax Unreduced Payments (as defined below) would equal or exceed one hundred five percent (105%) of the Net After-Tax Reduced Payments (as defined below).

For purposes of determining the amount of any Reduced Payment under Section 8(a), and the Net-After Tax Reduced Payments and the Net After-Tax Unreduced Payments, the Executive shall be considered to pay federal, state and local income and employment taxes at the Executive's applicable marginal rates taking into consideration any reduction in federal income taxes which could be obtained from the deduction of state and local income taxes, and any reduction or disallowance of itemized deductions and personal exemptions under applicable tax law). The applicable federal, state and local income and employment taxes and the Excise Tax (to the extent applicable) are collectively referred to as the "Taxes."

(c) For purposes of determining the amount of any Reduced Payment under this Section 8, the amount of any Payment shall be reduced in the following order:

(i) first, by reducing the amounts of parachute payments that would not constitute deferred compensation subject to Section 409A of the Code;

(ii) next, if after the reduction described in Section 8(c)(i), additional reductions are required, then by reducing the cash portion of the Payment that constitutes "deferred compensation" (within the meaning of Section 409A) subject to Section 409A, with the reductions to be applied first to the portion of the Payment scheduled for the latest distribution date, and then applied to distributions scheduled for progressively earlier distribution dates, to the extent necessary to decrease the Payment as required under this Section 8; and

(iii) next, if after the reduction described in Section 8(c)(ii), additional reductions are required, then, by reducing the non-cash portion of the Payment that constitutes deferred compensation (within the meaning of Section 409A) subject to Section 409A, with the reductions to be applied first to the portion of the Payment scheduled for the latest distribution date, and then applied to distributions scheduled for progressively earlier distribution dates, to the extent necessary to decrease the Payment as required under this Section 8.

(d) The following definitions shall apply for purposes of this Section 8:

(i) "Net After-Tax Reduced Payments" shall mean the total amount of all Payments that the Executive would retain, on a Net After-Tax Basis, in the event that the Payments payable under this Agreement are reduced pursuant to Section 8(a).

(ii) "Net After-Tax Unreduced Payments" shall mean the total amount of all Payments that the Executive would retain, on a Net After-Tax Basis, in the event that the Payments payable under this Agreement are not reduced pursuant to Section 8(a).

(iii) “Net After-Tax Basis” shall mean, with respect to the Payments, either with or without reduction under Section 8(a) (as applicable), the amount that would be retained by the Executive from such Payments after the payment of all Taxes.

(e) All determinations required to be made under this Section 8 and the assumptions to be utilized in arriving at such determinations, shall be made by a nationally recognized accounting firm as may be agreed by the Company and the Executive (the “Accounting Firm”); *provided*, that the Accounting Firm’s determination shall be made based upon “substantial authority” within the meaning of Section 6662 of the Code. The Accounting Firm shall provide detailed supporting calculations to both the Company and the Executive within fifteen (15) business days of the receipt of notice from the Executive that there has been a Payment or such earlier time as is requested by the Company. All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any determination by the Accounting Firm shall be binding upon the Company and the Executive. For purposes of determining whether and the extent to which the Payments will be subject to the Excise Tax, (i) no portion of the Payments the receipt or enjoyment of which the Executive shall have waived at such time and in such manner as not to constitute a “payment” within the meaning of Section 280G(b) of the Code shall be taken into account, (ii) no portion of the Payments shall be taken into account which, in the written opinion of the Accounting Firm, does not constitute a “parachute payment” within the meaning of Section 280G(b)(2) of the Code (including by reason of Section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Payments shall be taken into account which, in the opinion of the Accounting Firm, constitutes “reasonable compensation” for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the “base amount” (as defined in Section 280G(b)(3) of the Code) allocable to such reasonable compensation, and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the Payments shall be determined by the Accounting Firm in accordance with the principles of Section 280G(d)(3) and (4) of the Code.

**Section 9. Delayed Distribution under Section 409A of the Code** Notwithstanding any other provision of this Agreement to the contrary, if the Executive is a Specified Employee on the date of the Executive’s Involuntary Termination (or on the date of the Executive’s Separation from Service by reason of Disability), the Section 409A Payments which are payable upon Separation from Service shall be delayed to the extent necessary in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, and such delayed payments or benefits shall be paid or distributed to the Executive during the thirty (30) day period commencing on the earlier of (a) the expiration of the six (6) month period measured from the date of the Executive’s Separation from Service or (b) the date of the Executive’s death. Upon the expiration of the applicable six (6) month period, all payments deferred pursuant to this Section 9 (excluding in-kind benefits) shall be paid in a lump sum payment to the Executive, plus interest thereon from the date of the Executive’s Involuntary Termination through the payment date at an annual rate equal to Moody’s Rate. The “Moody’s Rate” shall mean the average of the daily Moody’s Corporate Bond Yield Average – Monthly Average Corporates as published by Moody’s Investors Service, Inc. (or any successor) for the month next preceding the Date of

Termination. Any remaining payments due under the Agreement shall be paid as otherwise provided herein.

**Section 10. Nonexclusivity of Rights.** Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any benefit, plan, program, policy or practice provided by the Company and for which the Executive may qualify (except with respect to any benefit to which the Executive has waived the Executive's rights in writing), including, without limitation, any and all indemnification arrangements in favor of the Executive (whether under agreements or under the Company's charter documents, bylaws, or otherwise), and insurance policies covering the Executive, nor shall anything herein limit or otherwise affect such rights as the Executive may have under any other contract or agreement entered into after the Effective Date with the Company. Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any benefit, plan, policy, practice or program of, or any contract or agreement entered into with, the Company shall be payable in accordance with such benefit, plan, policy, practice or program or contract or agreement except as explicitly modified by this Agreement. At all times during the Executive's employment with the Company and thereafter, the Company shall provide (to the extent permissible under applicable law) the Executive with indemnification and D&O insurance insuring the Executive against insurable events which occur or have occurred while the Executive was a director or officer of the Company, that with respect to such insurance is on terms and conditions that, to the extent reasonably practical, are at least as generous as that then currently provided to any other similarly situated current or former director or officer of the Company or any Affiliate. Such indemnification and D&O insurance shall be provided in a manner that complies with Treasury Regulation Section 1.409A-1(b)(10).

**Section 11. Clawbacks.** Notwithstanding anything herein to the contrary, (a) if Sempra Energy determines prior to a Change in Control, in its good faith judgment, that the Executive is required to forfeit or to make any repayment of any compensation or benefit(s) to the Company under the Sarbanes-Oxley Act of 2002 or pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act or any other law or listing standards of the national securities exchange that maintains the principal listing for any class of Sempra Energy's common equity or pursuant to any formal policy of Sempra Energy, or (b) if an arbitrator or court determines following a Change in Control that the Executive is required to forfeit or to make any repayment of any compensation or benefit(s) to the Company under the Sarbanes-Oxley Act of 2002 or pursuant to the Dodd Frank Wall Street Reform and Consumer Protection Act or any other law or listing standards of the national securities exchange that maintains the principal listing for any class of Sempra Energy's common equity, such forfeiture or repayment shall not constitute Good Reason.

**Section 12. Full Settlement; Mitigation.** The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company may have against the Executive or others, provided that nothing herein shall preclude the Company from separately pursuing recovery from the Executive based on any such claim. In no event shall the Executive be obligated to seek other employment or

take any other action by way of mitigation of the amounts (including amounts for damages for breach) payable to the Executive under any of the provisions of this Agreement, and such amounts shall not be reduced whether or not the Executive obtains other employment.

**Section 13. Dispute Resolution and Arbitration.**

(a) If any dispute arises between the Executive and Sempra Energy or any of its Affiliates, including, but not limited to, disputes relating to or arising out of this Agreement, disputes relating to or arising out of the Executive's employment and/or the termination thereof, and/or disputes regarding the interpretation, enforceability, or validity of this Agreement ("Arbitrable Dispute"), the Executive and Sempra Energy mutually agree to waive their respective rights to resolution of disputes through litigation in a judicial forum and agree to resolve any Arbitrable Dispute through **final and binding arbitration** as set forth below, except as prohibited by law. Arbitration shall be the exclusive remedy for any Arbitrable Dispute. Accordingly, this agreement to arbitrate applies with respect to all Arbitrable Disputes, whether initiated by Executive or Sempra Energy. Any Arbitrable Dispute will be decided by an arbitrator through individual arbitration and not by way of court or jury trial. **Sempra Energy and the Executive waive any right to a jury trial or a court bench trial**

(b) Sempra Energy and the Executive agree to bring any dispute in arbitration in an individual capacity only:

Sempra Energy and the Executive hereby waive any right for any dispute to be brought, maintained, heard, decided or arbitrated as a class and/or collective action and the arbitrator will have no authority to hear or preside over any such action ("Class Action Waiver"). The Executive understands and agrees that the Executive and Sempra Energy are waiving the right to pursue or have a dispute resolved as a plaintiff or class member in any purported class, collective or representative proceeding. To the extent the Class Action Waiver is determined to be invalid, unenforceable, or void, any class and/or collective action must proceed in a court of law and not in arbitration.

Notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, the Executive and Sempra Energy (1) agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) agree that, for any claim brought on a private attorney general basis, including under the California PAGA, any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether the Executive has personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (collectively, "Representative PAGA Waiver"). Notwithstanding any other provision of this agreement to arbitrate or the JAMS Rules, the scope, applicability, enforceability, revocability or validity of this Representative PAGA Waiver may be resolved only by a court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason, the unenforceable provision shall be severed from this Dispute Resolution provision, and any such representative PAGA claims or other representative private attorneys general act claims must be litigated in a court of competent jurisdiction and not in arbitration. To the extent that there are any Arbitrable Disputes to be litigated in a court of

competent jurisdiction because a court determines that the Representative PAGA Waiver is unenforceable with respect to those disputes, the Parties agree that litigation of those Arbitrable Disputes shall be stayed pending the outcome of any individual disputes in arbitration.

(c) Arbitration shall take place at the office of JAMS (or, if the Executive is employed outside of California, the American Arbitration Association ("AAA")) nearest to the location where the Executive last worked for the Company. Except to the extent it conflicts with the rules and procedures set forth in this Agreement, arbitration shall be conducted in accordance with the JAMS Employment Arbitration Rules & Procedures then in effect ("JAMS Rules") (if the Executive is employed outside of California, the AAA Employment Arbitration Rules & Mediation Procedures ("AAA Rules")), copies of which are available at [www.jamsadr.com](http://www.jamsadr.com); tel: 800.352.5267 and [www.adr.org](http://www.adr.org); tel: 800.778.7879, before a single experienced, neutral employment arbitrator selected in accordance with those rules.

(d) Sempra Energy will be responsible for paying any filing fee and the fees and costs of the arbitrator. However, the Executive will be responsible for contributing up to any amount equal to the filing fee that would be paid to initiate the claim in a court of general jurisdiction in the state in which the Executive is employed, unless a lower fee amount would be owed by the Executive pursuant to the JAMS Rules (or AAA rules, as applicable) or applicable law. Subject to Section 15 of this Agreement, each party shall pay its own attorneys' fees and pay any costs that are not unique to arbitration (i.e., costs that each party would incur if the claim(s) were litigated in a court, such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.). However, subject to Section 15 of this Agreement, if any party prevails on a statutory claim that authorizes an award of attorneys' fees to the prevailing party, or if there is a written agreement providing for attorneys' fees, the arbitrator may award reasonable attorneys' fees to the prevailing party, applying the same standards a court would apply under the law applicable to the claim.

(e) The arbitrator shall apply the Federal Rules of Evidence, shall have the authority to entertain a motion to dismiss or a motion for summary judgment by any party, and shall apply the standards governing such motions under the Federal Rules of Civil Procedure. The arbitrator is required to issue a written award and opinion setting forth the essential findings and conclusions on which the award is based, and any judgment or award issued by an arbitrator may be entered in any court of competent jurisdiction. The arbitrator does not have the authority to consider, certify, or hear an arbitration as a class action, collective action, or any other type of representative action. In addition, unless all parties agree in writing otherwise, the arbitrator shall not consolidate or join the arbitrations of one or more than one individual. Neither party may seek, nor may the arbitrator award, any relief that is not individualized to the claimant or that affects other individuals. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. Sempra Energy and the Executive recognize that this agreement to arbitrate arises out of or concerns interstate commerce and that the Federal Arbitration Act shall govern the arbitration and shall govern the interpretation or enforcement of this Agreement or any arbitration award.

(f) If a court decides that applicable law does not permit the enforcement of any of this section's limitations as to a particular claim or any particular remedy for a claim, then that claim or particular remedy (and only that claim or particular remedy) must be severed from the arbitration and may be brought in court.

**Section 14. Executive's Covenants.**

(a) Confidentiality. The Executive acknowledges that in the course of the Executive's employment with the Company, the Executive has acquired non-public privileged or confidential information and trade secrets concerning the operations, future plans and methods of doing business ("Proprietary Information") of Sempra Energy and its Affiliates; and the Executive agrees that it would be extremely damaging to Sempra Energy and its Affiliates if such Proprietary Information were disclosed to a competitor of Sempra Energy and its Affiliates or to any other Person. The Executive understands and agrees that all Proprietary Information has been divulged to the Executive in confidence and further understands and agrees to keep all Proprietary Information secret and confidential (except for such information which is or becomes publicly available other than as a result of a breach by the Executive of this provision or information the Executive is required by law or any governmental, administrative or court order to disclose) without limitation in time. In view of the nature of the Executive's employment and the Proprietary Information the Executive has acquired during the course of such employment, the Executive likewise agrees that Sempra Energy and its Affiliates would be irreparably harmed by any disclosure of Proprietary Information in violation of the terms of this Section 14(a) and that Sempra Energy and its Affiliates shall therefore be entitled to preliminary and/or permanent injunctive relief prohibiting the Executive from engaging in any activity or threatened activity in violation of the terms of this Section 14(a) and to any other relief available to them. Inquiries regarding whether specific information constitutes Proprietary Information shall be directed to the Company's most senior officer of Human Resources (or, if such position is vacant, the Company's then Chief Executive Officer); *provided*, that the Company shall not unreasonably classify information as Proprietary Information.

(b) Governmental Reporting. Nothing in this Agreement is intended to interfere with or discourage the Executive's good faith disclosure related to a suspected violation of federal or state law or regulation to any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. The Executive cannot and will not be held criminally or civilly liable under any federal or state trade secret law for disclosing otherwise protected trade secrets and/or confidential or proprietary information so long as the disclosure is made in (i) confidence to a federal, state, or local government official, directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) a complaint or other document filed in a lawsuit or other proceeding, so long as such filing is made under seal. The Company will not retaliate against the Executive in any way for a disclosure made pursuant to this Section 14(b). Further, in the event the Executive makes such a disclosure, and files a lawsuit against the Company alleging that the Company retaliated against the Executive because of the disclosure, the Executive may disclose the relevant trade secret or confidential information to the Executive's attorney, and may use the same in the court proceeding only if (X) the

Executive ensures that any court filing that includes the trade secret or confidential information at issue is made under seal; and (Y) the Executive does not otherwise disclose the trade secret or confidential information except as required by court order.

(c) Non-Solicitation of Employees. The Executive recognizes that the Executive possesses and will possess confidential information about other employees of Sempra Energy and its Affiliates relating to their education, experience, skills, abilities, compensation and benefits, and inter-personal relationships with customers of Sempra Energy and its Affiliates. The Executive recognizes that the information the Executive possesses and will possess about these other employees is not generally known, is of substantial value to Sempra Energy and its Affiliates in developing their business and in securing and retaining customers, and has been and will be acquired by the Executive because of the Executive's business position with Sempra Energy and its Affiliates. The Executive agrees that at all times during the Executive's employment with the Company and for a period of one (1) year thereafter, the Executive will not use such information to directly or indirectly solicit or recruit any employee of the Company or its Affiliates for the purpose of being employed by the Executive or by any competitor of the Company or its Affiliates on whose behalf the Executive is acting as an agent, representative or employee and that the Executive will not convey any such confidential information or trade secrets about other employees of Sempra Energy and its Affiliates to any other Person; *provided, however,* that it shall not constitute a solicitation or recruitment of employment in violation of this Section 14(c) to discuss employment opportunities with any employee of the Company or its Affiliates who has either first contacted the Executive or regarding whose employment the Executive has discussed with and received the written approval of the Company's most senior officer of Human Resources (or, if such position is vacant, the Company's then Chief Executive Officer), prior to making such solicitation or recruitment. In view of the nature of the Executive's employment with the Company, the Executive likewise agrees that Sempra Energy and its Affiliates would be irreparably harmed by any solicitation or recruitment in violation of the terms of this Section 14(c) and that Sempra Energy and its Affiliates shall therefore be entitled to preliminary and/or permanent injunctive relief prohibiting the Executive from engaging in any activity or threatened activity in violation of the terms of this Section 14(c) and to any other relief available to them.

(d) Survival of Provisions. The obligations contained in Section 14(a), (b) and (c) above shall survive the termination of the Executive's employment within the Company and shall be fully enforceable thereafter to the same extent that it was enforceable prior to such termination. If it is determined by a court of competent jurisdiction in any state that any restriction in Section 14(a) or (c) above is excessive in duration or scope or is unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the law of that state.

(e) Consulting Payment. In the event of the Executive's Involuntary Termination, if (i) the Executive reconfirms and agrees to abide by the covenants described in Section 14(a) and (c) above, (ii) the Release Requirements are satisfied by the Payment Date, and (iii) the Executive agrees to provide the consulting services described in Section 14(f) below,

then in consideration for such covenants and consulting services, the Company shall pay the Executive, in one (1) cash lump sum, an amount (the "Consulting Payment") in cash equal to one-half (0.5) times the sum of (X) the Executive's Annual Base Salary as in effect on the Date of Termination, plus (Y) the greater of the Executive's Average Annual Bonus or the Executive's Target Bonus on the Date of Termination. If the requirements of this Section 14(e) are satisfied, the Consulting Payment shall be paid during the thirty (30) day period commencing on the earlier of (i) the expiration of the six (6) month period measured from the date of the Executive's Separation from Service or (ii) the date of the Executive's death.

(f) Consulting. If the Executive agrees to the provisions of Section 14(e) above, then the Executive shall have the obligation to provide consulting services to the Company as an independent contractor, commencing on the Date of Termination and ending on the first (1<sup>st</sup>) anniversary of the Date of Termination (the "Consulting Period"). The Executive shall hold himself available at reasonable times and on reasonable notice to render such consulting services as may be so assigned to the Executive by the Board or the Company's then Chief Executive Officer; *provided, however*, that unless the parties otherwise agree, the consulting services rendered by the Executive during the Consulting Period shall not exceed twenty (20) hours each month; and, *provided, further*, that the consulting services rendered by the Executive during the Consulting Period shall in no event exceed twenty percent (20%) of the average level of services performed by the Executive for the Company over the thirty-six (36) month period immediately preceding the Executive's Separation from Service (or the full period of services to the Company, if the Executive has been providing services to the Company for less than thirty-six (36) months). The Company agrees to use its best efforts during the Consulting Period to secure the benefit of the Executive's consulting services so as to minimize the interference with the Executive's other activities, including requiring the performance of consulting services at the Company's offices only when such services may not be reasonably performed off-site by the Executive.

## **Section 15. Legal Fees.**

(a) Reimbursement of Legal Fees. Subject to Section 15(b), in the event of the Executive's Separation from Service either (i) prior to a Change in Control, or (ii) on or within two (2) years following a Change in Control, the Company shall reimburse the Executive for all legal fees and expenses (including but not limited to fees and expenses in connection with any legal proceeding) incurred by the Executive in disputing any issue arising under this Agreement relating to the Executive's Separation from Service or in seeking to obtain or enforce any benefit or right provided by this Agreement.

(b) Requirements for Reimbursement. The Company shall reimburse the Executive's legal fees and expenses pursuant to Section 15(a) above only to the extent the arbitrator or court determines (i) in the case of Section 15(a)(ii) that the Executive had a reasonable basis for such claim and (ii) in the case of Section 15(a)(i) that the Executive disputed such issue, or sought to obtain or enforce such benefit or right, in good faith, the Executive had a reasonable basis for such claim, and the Executive is the prevailing party. In addition, the Company shall reimburse such legal fees and expenses, in each case only if such legal fees and

expenses are incurred during the twenty (20) year period beginning on the date of the Executive's Separation from Service. The legal fees and expenses paid to the Executive for any taxable year of the Executive shall not affect the legal fees and expenses paid to the Executive for any other taxable year of the Executive. The legal fees and expenses shall be paid to the Executive as soon as practicable following the date on which documentation relating to the incurred expenses is provided by the Executive to the Company; provided, however, that any such reimbursement shall occur on or before the last day of the Executive's taxable year following the taxable year in which the fees or expenses are determined to be payable pursuant to this Agreement. The Executive's right to reimbursement of legal fees and expenses shall not be subject to liquidation or exchange for any other benefit. Such right to reimbursement of legal fees and expenses shall be provided in a manner that complies with Treasury Regulation Section 1.409A-3(i)(1)(iv).

**Section 16. Successors.**

(a) Assignment by the Executive. This Agreement is personal to the Executive and without the prior written consent of Sempra Energy shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.

(b) Successors and Assigns of Sempra Energy. This Agreement shall inure to the benefit of and be binding upon Sempra Energy and its successors and assigns. Sempra Energy may not assign this Agreement to any Person (except for a successor described in Section 16(c), (d) or (e) below) without the Executive's written consent.

(c) Assumption. Sempra Energy shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of Sempra Energy to assume expressly and agree to perform the obligations and satisfy and discharge the liabilities of this Agreement in the same manner and to the same extent that Sempra Energy would have been required to perform the obligations and satisfy and discharge the liabilities under this Agreement if no such succession had taken place, and Sempra Energy shall have no further obligations and liabilities under this Agreement. Upon such assumption, references to Sempra Energy in this Agreement shall be replaced with references to such successor.

(d) Sale of Subsidiary. In the event that (i) the Executive is employed by a direct or indirect subsidiary of Sempra Energy that is a member of the Sempra Energy Control Group, (ii) Sempra Energy, directly or indirectly through one or more intermediaries, sells or otherwise disposes of such subsidiary, and (iii) such subsidiary ceases to be a member of the Sempra Energy Control Group, then if, on the date such subsidiary ceases to be a member of the Sempra Energy Control Group, the Executive continues in employment with such subsidiary and the Executive does not have a Separation from Service, Sempra Energy shall require such subsidiary or any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to such subsidiary, or the parent thereof, to assume expressly and agree to perform the obligations and satisfy and discharge the liabilities under this Agreement in the same manner and to the same extent that Sempra Energy would have been required to perform the obligations and

satisfy and discharge the liabilities under this Agreement, if such subsidiary had not ceased to be part of the Sempra Energy Control Group, and, upon such assumption, Sempra Energy shall have no further obligations and liabilities under the Agreement. Upon such assumption, references to Sempra Energy in this Agreement shall be replaced with references to such subsidiary, or such successor or parent thereof, assuming this Agreement, and subsection (b) of the definition of "Cause" and subsection (b) of the definition of Good Reason" shall apply thereafter, as if a Change in Control had occurred on the date of such cessation.

(e) Sale of Assets of Subsidiary. In the event that (i) the Executive is employed by a direct or indirect subsidiary of Sempra Energy, and (ii) such subsidiary sells or otherwise disposes of substantial assets of such subsidiary to an unrelated service recipient, as determined under Treasury Regulation Section 1.409A-1(f)(2)(ii) (the "Asset Purchaser"), in a transaction described in Treasury Regulation Section 1.409A-1(h)(4) (an "Asset Sale"), then if, on the date of such Asset Sale, the Executive becomes employed by the Asset Purchaser, Sempra Energy and the Asset Purchaser may specify, in accordance with Treasury Regulation Section 1.409A-1(h)(4), that the Executive shall not be treated as having a Separation from Service, and in such event, Sempra Energy may require such Asset Purchaser, or the parent thereof, to assume expressly and agree to perform the obligations and satisfy and discharge the liabilities under this Agreement in the same manner and to the same extent that the Company would have been required to perform the obligations and satisfy and discharge the liabilities under this Agreement, if the Asset Sale had not taken place, and, upon such assumption, Sempra Energy shall have no further obligations and liabilities under the Agreement. Upon such assumption, references to Sempra Energy in this Agreement shall be replaced with references to the Asset Purchaser or the parent thereof, as applicable, and subsection (b) of the definition of "Cause" and subsection (b) of the definition of Good Reason" shall apply thereafter, as if a Change in Control had occurred on the date of the Asset Sale.

**Section 17. Administration Prior to Change in Control.** Prior to a Change in Control, the Compensation Committee shall have full and complete authority to construe and interpret the provisions of this Agreement, to determine an individual's entitlement to benefits under this Agreement, to make in its sole and absolute discretion all determinations contemplated under this Agreement, to investigate and make factual determinations necessary or advisable to administer or implement this Agreement, and to adopt such rules and procedures as it deems necessary or advisable for the administration or implementation of this Agreement. All determinations made under this Agreement by the Compensation Committee shall be final, conclusive and binding on all interested Persons. Prior to a Change in Control, the Compensation Committee may delegate responsibilities for the operation and administration of this Agreement to one or more officers or employees of the Company. The provisions of this Section 17 shall terminate and be of no further force and effect upon the occurrence of a Change in Control.

**Section 18. Compliance with Section 409A of the Code** All payments and benefits payable under this Agreement (including, without limitation, the Section 409A Payments) are intended to comply with the requirements of Section 409A of the Code. Certain payments and benefits payable under this Agreement are intended to or may be exempt from the

requirements of Section 409A of the Code. This Agreement shall be interpreted in accordance with the applicable requirements of, and exemptions from, Section 409A of the Code, the Treasury Regulations thereunder and other guidance of general applicability. If the Company determines that any compensation, benefits or other payments that are payable under this Agreement and intended to comply with Section 409A of the Code do not comply with Section 409A of the Code, the Treasury Regulations thereunder and other applicable authority issued by the Internal Revenue Service, to the extent permitted under Section 409A of the Code, the Treasury Regulations thereunder and any other applicable guidance, the Company and the Executive agree to amend this Agreement, or take such other actions as the Company and the Executive deem reasonably necessary or appropriate, to cause such compensation, benefits and other payments to comply with the requirements of Section 409A of the Code, the Treasury Regulations thereunder and other applicable guidance, while providing compensation, benefits and other payments that are, in the aggregate, no less favorable than the compensation, benefits and other payments provided under this Agreement. In the case of any compensation, benefits or other payments that are payable under this Agreement and intended to comply with Section 409A of the Code, if any provision of the Agreement would cause such compensation, benefits or other payments to fail to so comply, such provision shall not be effective and shall be null and void with respect to such compensation, benefits or other payments to the extent such provision would cause a failure to comply, and such provision shall otherwise remain in full force and effect.

**Section 19. Miscellaneous.**

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. Except as provided herein, the Agreement may not be amended, modified, repealed, waived, extended or discharged except by an agreement in writing signed by the parties hereto. No Person, other than pursuant to a resolution of the Board or a committee thereof, shall have authority on behalf of Sempra Energy to agree to amend, modify, repeal, waive, extend or discharge any provision of this Agreement or anything in reference thereto.

(b) Notices. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party, by a reputable overnight carrier or by registered or certified mail, return receipt requested, postage prepaid, addressed, in the case of the Company, to Sempra Energy's headquarters attention the most senior officer of Human Resources with a copy to the General Counsel or in the case of the Executive, the home address of the Executive on file with the Company, or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notices and communications shall be effective when actually received by the addressee.

(c) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) Taxes. The Company may withhold from any amounts payable under this Agreement such federal, state or local taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(e) No Waiver. The Executive's or the Company's failure to insist upon strict compliance with any provision hereof or any other provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder, including, without limitation, the right of the Executive to terminate employment for Good Reason, or the right of the Company to terminate the Executive's employment for Cause shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) Entire Agreement; Exclusive Benefit; Supersession of Prior Agreement. This Agreement contains the entire agreement of the Executive, the Company or any predecessor or subsidiary thereof with respect to any severance or termination pay. The Pre-Change in Control Severance Payment, the Post-Change in Control Severance Payment and all other benefits provided hereunder shall be in lieu of any other severance payments to which the Executive is entitled under any other severance plan or program or arrangement sponsored by the Company, as well as pursuant to any individual employment or severance agreement that was entered into by the Executive and the Company, and, upon the Effective Date of this Agreement, all such plans, programs, arrangements and agreements other than agreements to arbitrate disputes with the Company, to the extent in conflict with this Agreement, are hereby automatically superseded and terminated. Any prior agreements/provisions agreeing to arbitrate disputes with the Company shall remain in full force and effect and shall not be affected by this Agreement.

(g) No Right of Employment. Nothing in this Agreement shall be construed as giving the Executive any right to be retained in the employ of the Company or shall interfere in any way with the right of the Company to terminate the Executive's employment at any time, with or without Cause.

(h) Unfunded Obligation. The obligations under this Agreement shall be unfunded. Benefits payable under this Agreement shall be paid from the general assets of the Company. The Company shall have no obligation to establish any fund or to set aside any assets to provide benefits under this Agreement.

(i) Termination upon Sale of Assets of Subsidiary. Notwithstanding anything contained herein, this Agreement shall automatically terminate and be of no further force and effect and no benefits shall be payable hereunder in the event that (i) the Executive is employed by a direct or indirect subsidiary of Sempra Energy, (ii) an Asset Sale (as defined in Section 16(e)) occurs (other than such a sale or disposition which is part of a transaction or series of transactions which would result in a Change in Control), and (iii) as a result of such Asset Sale, the Executive is offered employment by the Asset Purchaser in an executive position with reasonably comparable status, compensation, benefits and severance agreement (including the assumption of this Agreement in accordance with Section 16(e)) and which is consistent with the Executive's experience and education, but the Executive declines to accept such offer and the Executive fails to become employed by the Asset Purchaser on the date of the Asset Sale.

(j) Term. The term of this Agreement shall commence on the Effective Date and shall continue until the third (3rd) anniversary of the Effective Date; *provided, however*, that commencing on the second (2nd) anniversary of the Effective Date (and each anniversary of the Effective Date thereafter), the term of this Agreement shall automatically be extended for one (1) additional year, unless at least ninety (90) days prior to such date, the Company or the Executive shall give written notice to the other party that it or he, as the case may be, does not wish to so extend this Agreement. Notwithstanding the foregoing, if the Company gives such written notice to the Executive (i) at a time when Sempra Energy is a party to an agreement that, if consummated, would constitute a Change in Control or (ii) less than two (2) years after a Change in Control, the term of this Agreement shall be automatically extended until the later of (X) the date that is one (1) year after the anniversary of the Effective Date that follows such written notice or (Y) the first day of the calendar month following the second (2nd) anniversary of the Change in Control Date.

(k) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Executive and, pursuant to due authorization from its Board of Directors, Sempra Energy have caused this Agreement to be executed as of the day and year first above written.

SEMPRA ENERGY

/s/ Karen L. Sedgwick

\_\_\_\_\_  
Karen L. Sedgwick

Chief Administrative Officer and Chief Human Resources Officer

3/8/2023

\_\_\_\_\_  
Date

EXECUTIVE

/s/ Sara P. Mijares

\_\_\_\_\_  
Sara P. Mijares

VP and Controller

Southern California Gas Company

3/4/2023

\_\_\_\_\_  
Date

**SEPARATION AGREEMENT AND GENERAL RELEASE**

This SEPARATION AGREEMENT AND GENERAL RELEASE (the "Agreement"), is made by and between \_\_\_\_\_, a California corporation (the "Company") and \_\_\_\_\_ ("Employee") (jointly referred to as the 'Parties' or individually referred to as a 'Party') as of the Effective Date (as defined below).

WHEREAS, Employee was employed by the Company as an at-will employee;

WHEREAS, Employee and the Company previously entered into that certain Severance Pay Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Severance Pay Agreement") in connection with Employee's employment with the Company;

WHEREAS, Employee's right to receive certain severance pay and benefits pursuant to the terms of the Severance Pay Agreement is subject to and conditioned upon Employee's execution [and non-revocation] of a general release of claims Employee has or may have against the Company Releasees (as defined below); and

WHEREAS, Employee's right to receive the Consulting Payment provided pursuant to Section 14(e) of the Severance Pay Agreement is subject to and conditioned upon Employee's execution [and non-revocation] of a general release of claims by Employee against the Company Releasees and Employee's adherence to the covenants described under Section 14 of the Severance Pay Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Separation Date. Employee's employment with the Company terminated at the close of business on \_\_\_\_\_ (the "Separation Date"). Employee has received his/her final wages through the Separation Date, less deductions required by law, including any accrued but unused vacation, in accordance with applicable law. Employee has also been reimbursed for any outstanding employment-related expenses that were incurred and submitted consistent with Company policy. This Agreement is not a condition of employment or continued employment or a condition of receiving a raise or a bonus. On the Separation Date, Employee will be deemed to have resigned from all positions that he/she holds with the Company and its affiliates, and Employee will promptly execute any instrument reasonably requested by the Company or any of its affiliates to effectuate or commemorate such resignation. The term "affiliate" as used herein shall include, without limitation, such Person's parent companies, divisions and subsidiaries, whether or not specified.

2. Severance Benefits. In exchange for Employee entering into this Agreement and not revoking it, and for the covenants and releases contained herein, the Company will provide

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Employee with the severance benefits described below. Employee acknowledges that the amounts and benefits set forth in this Section 2 as well as any benefits and claims not released under Section 4(b), fully satisfy any entitlement Employee may have to any payments or benefits from the Company through the Separation Date, including under the Severance Pay Agreement. Employee further acknowledges that no part of the severance payments described in this Section 2 consist of wages owed to Employee for his/her employment through the Separation Date.

(a) [The Company will pay Employee a lump sum payment of [\_\_\_\_\_], less applicable withholdings, pursuant to Section [4/5] of the Severance Pay Agreement. Pursuant to Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), payment will be made on the earlier of (i) the date that is six (6) months and one (1) day after the Separation Date; and (ii) the date of Employee’s death.

(b) The Company will pay Employee a lump sum payment of [\_\_\_\_\_], less applicable withholdings, which is equal to the Consulting Payment set forth in Section 14(e) of the Severance Pay Agreement. Such payment will be made during the thirty (30) day period commencing on the earlier of (i) a date that is six (6) months and one (1) day after the Separation Date; and (ii) the date of Employee’s death

(c) The Company will also provide Employee with the severance benefits set forth in Sections 4(c), (d) and (e) of the Severance Pay Agreement. For the avoidance of doubt, the value of the services set forth in Sections 4(c), (d) and (e) of the Severance Pay Agreement shall not be subject to liquidation or exchange for any other benefit.]

3. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Employee or made on Employee’s behalf under the terms of this Agreement. Employee agrees and understands that Employee is responsible for payment, if any, of local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Employee further agrees to indemnify and hold the Company and its affiliates harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company or any of its affiliates for any amounts claimed due on account of (a) Employee’s failure to pay or delayed payment of federal or state taxes, or (b) damages sustained by the Company or any of its affiliates by reason of any such claims, including reasonable attorneys’ fees and costs

4. Release of Claims. As a material inducement for the payment of the severance and benefits of the Severance Pay Agreement, and except as otherwise provided in this Agreement, Employee, on behalf of him/herself and on behalf of his/her heirs, family members, executors, agents and assigns, hereby irrevocably and unconditionally releases, acquits and forever discharges the Company Releasees from any and all Claims he/she has or may have. For purposes of this Agreement and the preceding sentence, the words “Releasee” or “Releasees” and “Claim” or “Claims” shall have the meanings set forth below:

(a) “Company Releasees” shall refer to (i) the Company, (ii) each of the Company’s owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, advisors, and affiliates (including parent companies, divisions, and subsidiaries), (iii) agents, directors, officers, employees, representatives, attorneys and advisors of such affiliates (including parent companies, divisions, and subsidiaries), and (iv) all persons and entities acting by, through, under or in concert with any of them

(b) The words “Claim” or “Claims” shall refer to any charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys’ fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, which Employee had or may have, own or hold against any of the Company Releasees through and including the Effective Date that in any way arise out of, relate to, or are in connection with Employee’s employment relationship with the Company and its affiliates and the termination of that relationship, including, without limitation, all rights arising out of alleged violations of any contracts, express or implied, including the Severance Pay Agreement; any tort claim; any legal restrictions on the Company’s right to terminate employment relationships; and any federal, state or other governmental statute, regulation, law or ordinance, including common law principles, governing the employment relationship including, without limitation, all laws and regulations prohibiting discrimination or harassment based on protected categories, and all laws and regulations prohibiting retaliation against employees, including retaliation for engaging in protected activity or legal off-duty conduct. This release does not extend to claims for workers’ compensation or other claims which by law may not be waived or released by this Agreement, nor does it limit Employee’s right to receive any vested payments or benefits to which he/she is entitled under any Company (including its affiliates) benefit plan (including, without limitation, any of the Company’s (including its affiliates) qualified retirement plans or non-qualified deferred compensation plan), which payments or benefits will be paid or provided pursuant to the terms of the applicable governing documents.

5. Release of Unknown Claims. Employee expressly waives and relinquishes all rights and benefits afforded by any statute (including, but not limited to, Section 1542 of the Civil Code of the State of California and analogous laws of other states), which limits the effect of a release with respect to unknown claims. Employee does so understanding and acknowledging the significance of the release of unknown claims and the waiver of statutory protection against a release of unknown claims (including, but not limited to, Section 1542). Section 1542 of the Civil Code of the State of California states as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR  
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT  
THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD  
HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR  
RELEASED PARTY.”

Thus, notwithstanding the provisions of Section 1542 or of any similar statute, and for the purpose of implementing a full and complete release and discharge of the Company Releasees, Employee expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which are known and all Claims which Employee does not know or suspect to exist in Employee's favor at the time of execution of this Agreement and that this Agreement contemplates the extinguishment of all such Claims. Employee acknowledges that he/she might hereafter discover facts different from, or in addition to, those Employee now knows or believes to be true with respect to a Claim or Claims released herein, and they expressly agree to assume the risk of possible discovery of additional or different facts, and agree that this Agreement shall be and remain effective, in all respects, regardless of such additional or different discovered facts.

6. Covenant Not to Sue. Employee agrees that Employee will not file any suit, claim, proceeding or complaint against any Company Releasees arising out of or in connection with any Claims released herein, except as required to enforce the terms of this Agreement. Employee's right to file or participate in an administrative claim or investigation by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency against the Company, which is guaranteed by law, cannot be and is not waived. However, to the extent permitted by law, and except as to Securities and Exchange Commission whistleblower awards, Employee agrees that if such an administrative claim is made against any Company Releasee(s) on Employee's behalf, Employee shall not be entitled to recover any individual monetary relief or other individual remedies beyond the separation benefits identified in this Agreement.

7. No Pending Lawsuits. Employee represents and warrants that Employee does not have any lawsuits, charges, claims, grievances, or actions of any kind pending against any Company Releasees arising out of or in connection with any Claims released herein, by or on behalf of Employee or on behalf of any other person or entity, and that, to the best of Employee's knowledge, Employee possess no such claims (including, but not limited to, under the Family and Medical Leave Act, the Age Discrimination in Employment Act, the California Family Rights Act, the Fair Labor Standards Act, the California Labor Code and/or workers' compensation claims). Employee further acknowledges that he/she is not aware of, or has fully disclosed to the Company, any information that could reasonably give rise to such a claim, cause of action, lawsuit or proceeding against any Company Releasee(s).

8. No Cooperation. Employee agrees that he/she will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any Company Releasee(s) arising out or in connection with any Claims released herein, unless under a subpoena or other court order to do so. Employee agrees to immediately notify the Company upon receipt of any such subpoena or court order, and to furnish to the Company, within three (3) business days of its receipt, a copy of such subpoena or other court order.

9. Payment of Salary and Receipt of All Benefits. Employee acknowledges and represents that, except as provided in this Agreement, the Company has fully paid or provided

Employee all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions or other incentive compensation, stock, stock options, vesting, and any and all other benefits and compensation due to Employee. Employee specifically represents that Employee is not owed any further sum by way of reimbursement from the Company or any of its affiliates. To the extent Employee claims that additional wages are or may become owed to Employee, there is a good faith dispute based in law and fact over whether any wages in excess of the wages already paid to Employee are or will be due, and thus California Labor Code Section 206.5 is inapplicable.

10. Indemnification.

(a) As a further material inducement to the Company to enter into this Agreement, Employee hereby agrees to indemnify and hold each of the Company Releasees harmless from all loss, costs, damages, or expenses, including without limitation, reasonable attorneys' fees incurred by the Company Releasees, arising out of any breach of this Agreement by Employee or the fact that any representation made in this Agreement by Employee was false when made. As a further material inducement to Employee to enter into this Agreement, the Company hereby agrees to indemnify and hold each of the Company Releasees harmless from all loss, costs, damages, or expenses, including without limitation, reasonable attorneys' fees incurred by the Company Releasees, arising out of any breach of this Agreement by the Company or the fact that any representation made in this Agreement by the Company was knowingly false when made.

(b) If Employee is a party or is threatened to be made a party to any proceeding by reason of the fact that Employee was an employee, officer or director of the Company or any of its affiliates, the Company shall indemnify and hold harmless Employee against any expenses (including reasonable attorneys' fees, *provided*, that counsel has been approved by the Company, which approval shall not be unreasonably withheld), judgments, fines, settlements and other amounts actually or reasonably incurred by Employee in connection with that proceeding, and *provided*, that Employee acted in good faith and in a manner Employee reasonably believed to be in the best interest of the Company. The limitations of Section 317 of the Corporations Code of the State of California shall apply to this assurance of indemnification. Notwithstanding the foregoing or any other provision contained herein, this Agreement shall not supersede or in any way limit any (i) indemnification arrangements in favor of the Employee under the Company's or any of its affiliates charter documents or bylaws or pursuant to any agreement between the Employee and the Company or any of the Company's affiliates or (ii) the provision of insurance against insurable events which occurred while the Executive was a director or officer of the Company, in each as provided by and subject to the limitations set forth in Section 10 of the Severance Pay Agreement.

11. No Admission of Liability.

The Parties understand and acknowledge that no action taken by either Party in connection hereto, either previously or in connection with this Agreement, shall be deemed or construed to be (i) an admission of the truth or falsity of any actual or potential claims, or (ii) an

acknowledgement or admission by either Party of any fault or liability whatsoever to the other Party or to any third party. This Agreement shall not in any way be construed as an admission by the Company that it has acted wrongfully with respect to Employee or any other person or entity, or that Employee has any rights whatsoever against the Company, and the Company specifically disclaims any liability to or wrongful acts against Employee or any other person or entity, on the part of itself, its employees or its agents. This Agreement shall not in any way be construed as an admission by Employee that Employee has acted wrongfully with respect to the Company, or that Employee failed to perform Employee's duties or negligently performed or breached Employee's duties, or that the Company had good cause to terminate Employee's employment.

12. Cooperation in Litigation. Employee agrees to cooperate with the Company and its affiliates and their respective designated attorneys, representatives and agents in connection with any actual or threatened judicial, administrative or other legal or equitable proceeding in which the Company or any of the Company's affiliates is or may become involved. Upon reasonable notice, Employee agrees to meet with and provide to the Company and its affiliates and their respective designated attorneys, representatives or agents all information and knowledge Employee has relating to the subject matter of any such proceeding. The Company agrees to reimburse Employee for any reasonable costs Employee incurs in providing such cooperation.

13. Governing Law. This Agreement is entered into in [state] and, except as provided in this section, shall be governed by substantive [state] law.

14. Arbitration of Disputes. If any dispute arises between Employee and the Company relating to this Agreement, including any dispute regarding the interpretation, enforceability, or validity of this Agreement ("Arbitrable Dispute"), the Parties agree to resolve that Arbitrable Dispute through **final and binding** arbitration under this section. Employee also agrees to arbitrate any Arbitrable Dispute which also involves any other Company Releasee who offers or agrees to arbitrate the dispute under this section.

(a) Any Arbitrable Dispute will be decided by an arbitrator through individual arbitration, and **Employee and the Company waive any right to a jury trial or a court bench trial.** Employee and the Company also waive the right for any dispute to be brought, maintained, decided or arbitrated as a class and/or collective action and the arbitrator shall have no authority to hear or preside over any such action ("Class Action Waiver"). Further, Arbitrable Disputes must be brought in the individual capacity of the party asserting the claim, Employee and the Company are waiving the right to pursue or have a dispute resolved as a plaintiff or class member in any purported class, collective or representative proceeding. To the extent the Class Action Waiver is determined to be invalid, unenforceable, or void, any class and/or collective action must proceed in a court of law and not in arbitration.

Notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, Employee and the Company (1) agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) agree that, for any claim brought on a private attorney

general basis, including under the California PAGA, any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether Employee has personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (collectively, “Representative PAGA Waiver”). Notwithstanding any other provision of this arbitration agreement or the JAMS Rules, the scope, applicability, enforceability, revocability or validity of this Representative PAGA Waiver may be resolved only by a court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason, the unenforceable provision shall be severed from this Dispute Resolution provision, and any such representative PAGA claims or other representative private attorneys general act claims must be litigated in a court of competent jurisdiction and not in arbitration. To the extent that there are any Arbitrable Disputes to be litigated in a court of competent jurisdiction because a court determines that the representative PAGA Waiver is unenforceable with respect to those disputes, the Parties agree that litigation of those Arbitrable Disputes shall be stayed pending the outcome of any individual disputes in arbitration.

(b) The Arbitration shall take place at the office of JAMS that is nearest to the location where Employee last worked for the Company in accordance with the JAMS Employment Arbitration Rules & Procedures then in effect (“JAMS Rules”) (or, if Employee is employed outside of California at the time of the termination of Employee’s employment, at the nearest location of the American Arbitration Association (“AAA”) and in accordance with the AAA Employment Arbitration Rules and Mediation Procedures then in effect (“AAA Rules”)), copies of which are available at [www.jamsadr.com](http://www.jamsadr.com); tel: 800.352.5267 and [www.adr.org](http://www.adr.org); tel: 800.778.7879, before a single experienced employment arbitrator selected in accordance with those rules.

(c) The Arbitrator may not modify or change this Agreement in any way. The Company will be responsible for paying any filing fee and the fees and costs of the Arbitrator; provided, however, that if Employee is the party initiating the claim, Employee will contribute an amount equal to the filing fee that would be paid to initiate a claim in the court of general jurisdiction in the state in which Employee is employed by the Company, unless a lower fee amount would be owed by Employee pursuant to the JAMS Rules (or AAA Rules, as applicable) or applicable law. Each Party shall pay for its own costs and attorneys’ fees and pay any costs that are not unique to arbitration (i.e., cost that each party would incur if the claim(s) were litigated in a court, such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.), if any. However if any party prevails on a statutory claim which affords the prevailing party attorneys’ fees and costs, or if there is a written agreement providing for attorneys’ fees and/or costs, the Arbitrator may award reasonable attorney’s fees and/or costs to the prevailing party, applying the same standards a court would apply under the law applicable to the claim.

(d) The Arbitrator shall apply the Federal Rules of Evidence and shall have the authority to entertain a motion to dismiss or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure. The Arbitrator is required to issue a written award and opinion setting forth the essential findings and conclusions on which the award is based, and any judgment or award issued by the Arbitrator may be entered in any court of competent jurisdiction. The Arbitrator does not have the authority to consider, certify, or hear an arbitration as a class action, collective

action, or any other type of representative action. In addition, unless all parties agree in writing otherwise, the Arbitrator shall not consolidate or join the arbitrations of one or more than one individual. Neither party may seek, nor may the Arbitrator award, any relief that is not individualized to the claimant or that affects other individuals. The Arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claims.

(e) Employee and the Company recognize that this agreement to arbitrate arises out of or concerns interstate commerce and that the Federal Arbitration Act shall govern the arbitration and the interpretation or enforcement of this section or any arbitration award. If a court decides that applicable law does not permit the enforcement of any of this section's limitations as to a particular claim or any particular remedy for a claim, then that claim or particular remedy (and only that claim or particular remedy) must be severed from the arbitration and may be brought in court. To the extent that the Federal Arbitration Act is inapplicable, California law pertaining to arbitration agreements shall apply. Arbitration in this manner shall be the exclusive remedy for any Arbitrable Dispute. Except as prohibited by the Age Discrimination in Employment Act of 1967, as amended, should Employee or the Company attempt to resolve an Arbitrable Dispute by any method other than arbitration pursuant to this section, the responding party will be entitled to recover from the initiating party all damages, expenses, and attorneys' fees incurred as a result of this breach. This Section 13 supersedes any existing arbitration agreement between the Company and Employee as to any Arbitrable Dispute (as defined herein). Notwithstanding anything in this Section 13 to the contrary, a claim for benefits under an Employee Retirement Income Security Act of 1974, as amended, covered plan shall not be an Arbitrable Dispute.

15. Effective Date. The Parties understand and agree that this Agreement is final and binding eight (8) days after its execution and return (the "Effective Date"). Should Employee nevertheless attempt to challenge the enforceability of this Agreement as provided in Section 13 or, in violation of that section, through litigation, as a further limitation on any right to make such a challenge, Employee shall initially tender to the Company, by certified check delivered to the Company, all monies received pursuant to Section 4 or 5 of the Severance Pay Agreement, as applicable, plus interest, and invite the Company to retain such monies and agree with Employee to cancel this Agreement and void the Company's obligations under the Severance Pay Agreement. In the event the Company accepts this offer, the Company shall retain such monies and this Agreement shall be canceled and the Company shall have no obligation under Section 14(e) of the Severance Pay Agreement. In the event the Company does not accept such offer, the Company shall so notify Employee and shall place such monies in an interest-bearing escrow account pending resolution of the dispute between Employee and the Company as to whether or not this Agreement and the Company's obligations under the Severance Pay Agreement shall be set aside and/or otherwise rendered voidable or unenforceable. Additionally, any consulting agreement then in effect between Employee and the Company shall be immediately rescinded with no requirement of notice.

16. Notices. Any notices required to be given under this Agreement shall be delivered either personally or by first class United States mail, postage prepaid, addressed to the respective parties and shall be effective upon receipt as follows:

To Company: [TO COME]  
Attn: [TO COME]

With a copy to:  
Attn: [TO COME]

To Employee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

17. Voluntary Waiver and Release of ADEA Claims. Employee understands and acknowledges that Employee is waiving any rights Employee may have under the Age Discrimination in Employment Act ("ADEA"), and that this waiver and release is knowing and voluntary. Employee acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Employee was already entitled. Employee further understands and acknowledges that Employee has been given a period of twenty-one (21) days to review and consider this Agreement before signing it and may use as much of this twenty-one (21) period as Employee wishes prior to signing. In the event Employee signs this Agreement and returns it to the Company in less than the twenty-one (21)-day period identified above, Employee hereby acknowledges that Employee has freely and voluntarily chosen to waive the time period allotted for considering this Agreement, and that the Company has not promised Employee anything or made any representations not contained in this Agreement to induce Employee to sign this Agreement before the expiration of the twenty-one (21) day period. Employee is encouraged, at Employee's personal expense, to consult with an attorney before signing this Agreement. Employee understands and acknowledges that whether or not Employee does so is Employee's decision. Employee may revoke this Agreement within seven (7) days of signing it. If Employee wishes to revoke, the Company's Vice President, Human Resources must receive written notice from Employee no later than the close of business on the seventh (7th) day after Employee has signed the Agreement. If revoked, this Agreement shall not be effective and enforceable, and Employee will not receive payments or benefits under Section 4 or 5 of the Severance Pay Agreement, as applicable. The Parties agree that changes, whether material or immaterial, do not restart the running of the twenty-one (21)-day period described above.

18. Section 409A. All payments and benefits payable under this Agreement are intended to comply with the requirements of Section 409A of the Code. Notwithstanding the foregoing, certain payments and benefits payable under this Agreement are intended to be exempt from the requirements of Section 409A of the Code. This Agreement shall be interpreted in accordance with the applicable requirements of, and exemptions from, Section 409A of the Code and the Treasury Regulations thereunder. To the extent the payments and benefits under

this Agreement are subject to Section 409A of the Code, this Agreement shall be interpreted, construed and administered in a manner that satisfies the requirements of Section 409A(a)(2), (3) and (4) of the Code and the Treasury Regulations thereunder. To the extent that any payments under this Agreement are subject to Section 409A of the Code, the provisions of Section 9 of the Severance Pay Agreement shall apply.

19. Return of Company Property. Employee represents and warrants that he/she has returned all of the Company's property, including all work in progress, files, photographs, notes, records, credit cards, keys, access cards, computers, and other Company or customer documents, products, or property that Employee has received in the course of his/her employment, or which reflect in any way any confidential or proprietary information of the Company. Employee also warrants that he has not downloaded or otherwise retained any information, whether in electronic or other form, belonging to the Company or derived from information belonging to the Company.

20. Confidential Information; Public Releases.

(a) Employee acknowledges and reaffirms Employee's continuing obligations under the Confidentiality Agreement. The Parties understand and agree that nothing in this Agreement is intended to interfere with or discourage Employee's good-faith disclosure to any governmental entity related to a reasonably suspected violation of the law or to prevent Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful. The Parties further understand and agree that Employee cannot be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) The Parties understand and agree that the Company and its affiliates shall take any and all necessary or appropriate action to timely satisfy their respective reporting and disclosure obligations in connection with Employee's separation and this Agreement, including filing any requisite forms with the Securities and Exchange Commission ("SEC") and Employee will promptly provide any information reasonably requested by the Company or any of its affiliates in fulfilling any such reporting or disclosure obligations.

21. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and supersedes any and all other agreements (except the Severance Pay Agreement and the Confidentiality Agreement) with respect to the subject matter of this Agreement, whether written or oral, between the Parties. Any prior agreements/provisions agreeing to arbitrate disputes with the Company shall remain in full force and effect and shall not be affected by this Agreement. All modifications and amendments to this Agreement must be in writing and signed by all Parties.

22. No Representation. The Parties represent and acknowledge that in executing this Agreement, neither is relying upon any representation or statement not set forth in this Agreement or the Severance Pay Agreement.

23. Take All Necessary Further Action. Each party agrees, without further consideration, to sign or cause to be signed, and to deliver to the other party, any other documents and to take any other action as may be necessary to fulfill the obligations under this Agreement.

24. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or application; and to this end the provisions of this Agreement are declared to be severable.

25. Counterparts. This Agreement may be executed in counterparts.

With the benefit of representation and advice of counsel, the Parties have read the foregoing Severance Agreement and General Release, and accept and agree to the provisions it contains and hereby execute it voluntarily and with full understanding of its consequences. The Parties acknowledge that they are receiving valuable consideration in exchange for the execution of this Agreement, to which they would not otherwise be entitled.

DATED: \_\_\_\_\_

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DATED: \_\_\_\_\_

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Employee acknowledges that Employee first received this Agreement on [date].

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CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO RULES 13a-14 AND 15d-14

I, J. Walker Martin, certify that:

1. I have reviewed this report on Form 10-Q of Sempra;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report, based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 6, 2024 /s/ J. Walker Martin

J. Walker Martin

Chief Executive Officer

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO RULES 13a-14 AND 15d-14

I, Karen L. Sedgwick, certify that:

1. I have reviewed this report on Form 10-Q of Sempra;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report, based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 6, 2024 /s/ Karen L. Sedgwick

Karen L. Sedgwick

Chief Financial Officer

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO RULES 13a-14 AND 15d-14**

I, Caroline A. Winn, certify that:

1. I have reviewed this report on Form 10-Q of San Diego Gas & Electric Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report, based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 6, 2024 /s/ Caroline A. Winn

Caroline A. Winn

Chief Executive Officer

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO RULES 13a-14 AND 15d-14**

I, Bruce A. Folkmann, certify that:

1. I have reviewed this report on Form 10-Q of San Diego Gas & Electric Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report, based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 6, 2024 /s/ Bruce A. Folkmann

Bruce A. Folkmann

Chief Financial Officer

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO RULES 13a-14 AND 15d-14

I, Scott D. Drury, certify that:

1. I have reviewed this report on Form 10-Q of Southern California Gas Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report, based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 6, 2024 /s/ Scott D. Drury

Scott D. Drury

Chief Executive Officer

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO RULES 13a-14 AND 15d-14**

I, Mia L. DeMontigny, certify that:

1. I have reviewed this report on Form 10-Q of Southern California Gas Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report, based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 6, 2024 /s/ Mia L. DeMontigny

Mia L. DeMontigny

Chief Financial Officer

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO 18 U.S.C. SECTION 1350

Pursuant to 18 U.S.C. Sec 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned principal executive officer of Sempra (the "Company") certifies that:

- (i) the Quarterly Report on Form 10-Q of the Company filed with the Securities and Exchange Commission for the quarter ended June 30, 2024 (the "Quarterly Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

August 6, 2024 /s/ J. Walker Martin

J. Walker Martin

Chief Executive Officer

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO 18 U.S.C. SECTION 1350

Pursuant to 18 U.S.C. Sec 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned principal financial officer of Sempra (the "Company") certifies that:

- (i) the Quarterly Report on Form 10-Q of the Company filed with the Securities and Exchange Commission for the quarter ended June 30, 2024 (the "Quarterly Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

August 6, 2024 /s/ Karen L. Sedgwick

Karen L. Sedgwick

Chief Financial Officer

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO 18 U.S.C. SECTION 1350

Pursuant to 18 U.S.C. Sec 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned principal executive officer of San Diego Gas & Electric Company (the "Company") certifies that:

- (i) the Quarterly Report on Form 10-Q of the Company filed with the Securities and Exchange Commission for the quarter ended June 30, 2024 (the "Quarterly Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

August 6, 2024 /s/ Caroline A. Winn

Caroline A. Winn

Chief Executive Officer

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO 18 U.S.C. SECTION 1350

Pursuant to 18 U.S.C. Sec 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned principal financial officer of San Diego Gas & Electric Company (the "Company") certifies that:

- (i) the Quarterly Report on Form 10-Q of the Company filed with the Securities and Exchange Commission for the quarter ended June 30, 2024 (the "Quarterly Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

August 6, 2024 /s/ Bruce A. Folkmann

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Bruce A. Folkmann

Chief Financial Officer

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO 18 U.S.C. SECTION 1350

Pursuant to 18 U.S.C. Sec 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned principal executive officer of Southern California Gas Company (the "Company") certifies that:

- (i) the Quarterly Report on Form 10-Q of the Company filed with the Securities and Exchange Commission for the quarter ended June 30, 2024 (the "Quarterly Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

August 6, 2024 /s/ Scott D. Drury

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Scott D. Drury

Chief Executive Officer

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO 18 U.S.C. SECTION 1350

Pursuant to 18 U.S.C. Sec 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned principal financial officer of Southern California Gas Company (the "Company") certifies that:

- (i) the Quarterly Report on Form 10-Q of the Company filed with the Securities and Exchange Commission for the quarter ended June 30, 2024 (the "Quarterly Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

August 6, 2024 /s/ Mia L. DeMontigny

Mia L. DeMontigny

Chief Financial Officer