

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8
REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

PACIFIC ENTERPRISES
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

CALIFORNIA
(STATE OR OTHER JURISDICTION OF
INCORPORATION OR ORGANIZATION)

94-0743670
(I.R.S. EMPLOYER
IDENTIFICATION NO.)

633 WEST FIFTH STREET
LOS ANGELES, CALIFORNIA 90071
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES, INCLUDING ZIP CODE)

PACIFIC ENTERPRISES
EMPLOYEE STOCK OPTION PLAN
(FULL TITLE OF THE PLAN)

LLOYD A. LEVITIN
EXECUTIVE VICE PRESIDENT, TREASURER
AND CHIEF FINANCIAL OFFICER
PACIFIC ENTERPRISES
633 WEST FIFTH STREET
LOS ANGELES, CALIFORNIA 90071
(NAME AND ADDRESS OF AGENT FOR SERVICE)

(213) 895-5000
(TELEPHONE NUMBER, INCLUDING AREA CODE, OF AGENT FOR SERVICE)

THE COMMISSION IS REQUESTED TO FURNISH COPIES OF ALL COMMUNICATIONS TO:

GARY W. KYLE, ESQ.
CHIEF FINANCIAL COUNSEL
PACIFIC ENTERPRISES
633 WEST FIFTH STREET
LOS ANGELES, CALIFORNIA 90071
(COUNSEL FOR ISSUER)

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE
Common Stock*.....	8,000,000(1)	\$20.375(2)	\$163,000,000(2)	\$50,938(2)

* Including associated Common Stock Purchase Rights.

(1) Pursuant to Rule 416, this Registration Statement covers, in addition to the number of shares stated above, an additional indeterminate number of shares which may become issuable under the Pacific Enterprises Employee Stock Option Plan to prevent dilution resulting from stock splits, stock dividends or similar transactions.

(2) Estimated pursuant to Rule 457(h) solely for the purpose of determining the registration fee and based on the average of the high and low prices of the Common Stock reported on the New York Stock Exchange on June 7, 1994.

PART II
ITEMS REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents which have been filed by Pacific Enterprises (the "Registrant") with the Securities and Exchange Commission (the "Commission") are hereby incorporated by reference:

(a) Pacific Enterprises Annual Report on Form 10-K for the year ended December 31, 1993;

(b) Pacific Enterprises Quarterly Report on Form 10-Q for the quarter ended March 31, 1994;

(c) Pacific Enterprises Current Report on Form 8-K dated January 3, 1994.

(d) The description of the Common Stock of the Registrant which is contained in a registration statement filed by the Registrant under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including any amendment or report filed for the purpose of updating such description.

All documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 after the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and made a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statements. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

ITEM 4. DESCRIPTION OF SECURITIES.

Not Applicable

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Not Applicable

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 317 of the California General Corporation Law authorizes a court to award indemnity to "corporate agents," including directors and officers under certain circumstances, and authorizes the Board of Directors to have the Registrant provide the costs of defense, settlement or payment of any judgment against a corporate agent under certain circumstances. The Registrant's Bylaws authorize indemnification of directors and officers to the fullest extent permitted by California law and agreements between the Registrant and each of its officers and directors provide for such indemnification.

The Registrant's Restated Articles of Incorporation authorize the Registrant to purchase and maintain insurance on behalf of its corporate agents to the fullest extent permissible under California law. The Registrant has procured insurance policies that insure its directors and officers against the costs of defense, settlement or payment of a judgment under certain circumstances.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not Applicable

ITEM 8. EXHIBITS.

The following exhibits are filed as part of this Registration Statement:

- 4.01 Pacific Enterprises Employee Stock Option Plan.
- 5.01 Opinion of Gary W. Kyle, Esq., counsel for Pacific Enterprises.
- 23.01 Consent of Gary W. Kyle, Esq. (contained in his opinion filed as Exhibit 5.01).
- 23.02 Consent of Deloitte & Touche.
- 24.01 Power of Attorney executed by certain directors and officers of Pacific Enterprises. (Included on page II-3).

ITEM 9. UNDERTAKINGS.

The Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that the undertakings set forth in paragraphs (i) and (ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be initial BONA FIDE offering thereof;

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering; and

(4) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions referred to in Item 15 of this Registration Statement, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on June 7, 1994.

PACIFIC ENTERPRISES

By /s/ WILLIS B. WOOD, JR.

 Willis B. Wood, Jr.
 Chairman of the Board
 and Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below hereby authorizes Willis B. Wood, Jr. and Lloyd A. Levitin, and each of them severally, as attorney-in-fact, to sign on his behalf, individually and in each capacity stated below, and file all amendments to this Registration Statement.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
----- /S/ WILLIS B. WOOD, JR. ----- Willis B. Wood, Jr.	Chairman of the Board, Chief Executive Officer and Director (Principal Executive Officer)	June 7, 1994
----- /S/ LLOYD A. LEVITIN ----- Lloyd A. Levitin	Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)	June 7, 1994
----- /S/ HYL A. BERTEA ----- Hyla H. Berte a	Director	June 7, 1994
----- /S/ HERBERT L. CARTER ----- Herbert L. Carter	Director	June 7, 1994
----- /S/ RICHARD D. FARMAN ----- Richard D. Farman	Director	June 7, 1994
----- /S/ WILFORD D. GODBOLD, JR. ----- Wilford D. Godbold, Jr.	Director	June 7, 1994

SIGNATURE

TITLE

DATE

/S/ IGNACIO E. LOZANO, JR.

Ignacio E. Lozano, Jr.

Director

June 7, 1994

/S/ HAROLD M. MESSMER, JR.

Harold M. Messmer, Jr.

Director

June 7, 1994

Paul A. Miller

Director

June , 1994

/S/ JOSEPH R. RENSCH

Joseph R. Rensch

Director

June 7, 1994

/S/ DIANA L. WALKER

Diana L. Walker

Director

June 7, 1994

PACIFIC ENTERPRISES

EMPLOYEE STOCK OPTION PLAN
-----I
PURPOSE

The purpose of this Plan is to further the growth and development of Pacific Enterprises (the "Company") by strengthening the ability of the Company to attract and retain outstanding employees upon whose judgment, initiative and efforts the continued success of the Company is dependent, by providing employees with additional incentives for high levels of performance and by increasing the commonality of interests of employees and the Company's shareholders. This Plan seeks to accomplish these purposes by providing employees with a proprietary interest in the Company through the grant of stock options to purchase shares of the Company's Common Stock.

II
ADMINISTRATION

This Plan shall be administered by the Compensation Committee of the Company's Board of Directors.

The Compensation Committee shall, subject to the express provisions of this Plan, have full and final authority in its sole discretion:

(a) To grant stock options to persons eligible for selection to participate in this Plan provided that no employee may be granted in any calendar year stock options to purchase more than an aggregate of 75,000 shares of the Company's Common Stock;

(b) To determine the terms and conditions (which need not be identical) of each stock option;

(c) To modify or amend any stock option granted under this Plan (except to reduce the option price thereof or increase the number of shares subject thereto, other than as required or permitted pursuant to Article IV of this Plan) or waive any restrictions or conditions applicable thereto or to the exercise thereof, provided that an optionee's rights may not be adversely affected in any material respect without the consent of the optionee.

(d) To construe and interpret this Plan and any related stock option and define the terms employed herein and therein;

(e) To prescribe, amend and rescind rules, regulations and policies for the administration of this Plan; and

(f) To make all other determinations necessary or advisable with respect to this Plan and any stock option granted hereunder.

The Compensation Committee, in its sole discretion and upon such terms and conditions as it may prescribe, may designate one or more officers or a committee of officers of the Company or its subsidiaries to exercise any or all of the foregoing authority of the Compensation Committee except authority with respect to the grant of stock options to, or stock options held by, any person who, at the time such authority is exercised, is subject to Section 16 of the Securities Act of 1934 in respect of equity securities of the Company.

No member of the Board of Directors or the Compensation Committee or agent or designee thereof will be liable for any action or inaction in respect of this Plan or any stock option granted under this Plan.

III
PARTICIPATION

Officers and other employees of the Company or any of its subsidiaries (any corporation of which 50% or more of the issued and outstanding stock having ordinary voting rights is owned directly or indirectly by the Company or any other business entity or association of which 50% or more of the outstanding equity interest is so owned) shall be eligible for selection to participate in this Plan. Directors who are not also employees of the Company or its subsidiaries shall not be eligible for selection to participate in this Plan.

IV
SHARES SUBJECT TO STOCK OPTIONS

Stock options granted under this Plan shall be for the purchase of shares of Common Stock of the Company. The maximum number of shares as to which stock options may be granted under this Plan during 1994 shall be 830,000 shares. During each subsequent year the maximum number of shares as to which stock options may be granted under this Plan shall be a number of shares equal to 1% of the number of shares of the Company's Common Stock outstanding at the beginning of such year. If any stock option granted under this Plan shall for any reason expire or terminate during the year in which it is granted without having been exercised in full, then any unexercised shares which were subject to such option shall again be available for the grant of stock options under this Plan during such year.

If the outstanding shares of the Company's Common Stock are increased or decreased as a result of split-up or consolidation thereof, stock dividend thereon or a similar transaction, or are changed into or exchanged for a different number or kind of securities as a result of a reclassification or recapitalization or of a reorganization, merger or consolidation then, in each such case, an appropriate and proportionate adjustment shall be made in the number and the kind of securities as to which stock options may be granted under this Plan and to any employee. A corresponding adjustment shall likewise be made in the number and kind of securities to which stock options then outstanding shall relate. Any such adjustment, however, in an outstanding stock option shall be made without change in the total purchase price applicable to the securities to which such stock option relates but with a corresponding adjustment in the option price for each such security.

V
TERMS OF STOCK OPTIONS

Each stock option granted under this Plan shall be subject to the following terms and conditions:

(a) **OPTION PRICE.** The option price of each share purchasable upon exercise of a stock option shall be determined by the Compensation Committee but shall be not less than 100% of the fair market value of the shares subject to the stock option on the date the stock option is granted. Unless a higher option price is specified by the Compensation Committee, the option price of each share purchasable upon exercise of a stock option shall be 100% of the fair market value on the date the stock option is granted.

(b) **OPTION TERM.** The term of each stock option shall be determined by the Compensation Committee. Unless a different term is specified by the Compensation Committee, the term of a stock option shall be for ten years from the date the stock option is granted.

(c) **EXERCISABILITY.** Each stock option shall be exercisable either immediately or at such time or times as may be determined by the Compensation Committee. Unless a different determination is specified by the Compensation Committee, a stock option shall become and remain exercisable in cumulative installments of 20% of the shares originally subject thereto on each of the first five anniversaries of the date the stock option is granted.

(d) **DIVIDEND EQUIVALENTS.** Each stock option may provide for the payment upon the exercise of the stock option of dividend equivalents (the amount of dividends that would have been paid on the shares as to

which a stock option is exercised had the shares been outstanding from the date the stock option was granted) as may be determined by the Compensation Committee. Unless a different determination is specified by the Compensation Committee, full dividend equivalents shall be paid by the Company in cash to the employee upon the exercise of a stock option.

(e) TERMINATION OF EMPLOYMENT. Each option shall expire at such times following the optionee's termination of employment with the Company and its subsidiaries as may be determined by the Compensation Committee. Unless a different determination is specified by the Compensation Committee:

(1) Upon the termination of employment by reason of the retirement by the optionee after having attained age 60, a stock option shall expire on the earlier of (a) three years from the date of retirement or (b) the date on which it would otherwise have expired, and during that period shall be exercisable only as to the shares as to which it was exercisable on the last day of employment.

(2) Upon the termination of employment by reason of the death of the optionee, a stock option shall expire on the earlier of (a) three years from the date of the employee's death or (b) the date on which it would otherwise have expired, and during that period shall be exercisable only as to the shares as to which it was exercisable on the last day of employment.

(3) Upon the termination of employment for any other reason, a stock option shall expire on the earlier of (a) three months from the date of termination of employment or (b) the date on which it would otherwise have expired, and during that period shall be exercisable only as to the shares as to which it was exercisable on the last day of employment.

(f) NON-TRANSFERABILITY. Each stock option shall be non-transferable by the optionee other than by will or the laws of descent and distribution or pursuant to a qualified domestic relations order as defined by the Internal Revenue Code of 1986, as amended, or Title I of the Employee Retirement Income Security Act, or the rules thereunder.

(g) ADDITIONAL TERMS AND CONDITIONS. Each stock option shall be subject to such additional terms and conditions, not inconsistent with the terms of this Plan, as may be determined by the Compensation Committee including, without limitation, provisions for increases in the option price or changes in the term of the stock option, individual or corporate performance conditions to the exercisability of the stock option or the payment of dividend equivalents and limitations on amounts payable as dividend equivalents.

VI CHANGE IN CONTROL

Upon the occurrence of a change in control of the Company:

(a) Any time periods relating to the exercise of any stock option granted under this Plan and held by any optionee who is an employee of the Company or its subsidiaries at the time of the change of control shall be accelerated and any conditions to exercise shall immediately terminate so that the stock option may be immediately exercised in full; and

(b) The Company shall, upon the request of any optionee granted a stock option under this Plan who is an employee of the Company or its subsidiaries at the time of the change of control, purchase the stock option for an amount of cash which could have been obtained upon the exercise of the stock option and sale of the shares subject thereto as if such option had been fully exercisable as to all such shares.

The phrase "change in control of the Company" shall have such meaning as from time to time ascribed thereto by the Compensation Committee and set forth in any agreement relating to any incentive award granted under this Plan or by resolution of the Compensation Committee; provided, however, that notwithstanding the foregoing, a "change in control of the Company" shall be deemed to have occurred if:

(a) Any "person" (as such term is used in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934 but excluding any benefit plan for employees of the Company or its subsidiaries or any

trustee, agent or other fiduciary for any such plan acting in such person's capacity as such fiduciary), directly or indirectly, becomes the beneficial owner of securities of the Company representing 20% or more of the combined voting power of the Company's then outstanding securities;

(b) During any two consecutive years, individuals who at the beginning of such period constitute the Board of Directors of the Company cease for any reason to constitute at least a majority thereof unless the election, or the nomination for election by the Company's shareholders, of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period; or

(c) The shareholders of the Company shall have approved (i) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company's Common Stock are converted into cash, securities or other property, other than a merger of the Company in which the holders of the Company's Common Stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, (ii) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Company, or (iii) any plan or proposal for the liquidation or dissolution of the Company.

The Compensation Committee may make such further provisions with respect to a change in control of the Company as it shall deem equitable and in the best interests of the Company. Such provision may be made in any agreement relating to a stock option granted under this Plan, by amendment to any such option or by resolution of the Compensation Committee.

VII TERMINATION OF 1988 INCENTIVE PLAN

Upon the approval of this Plan by shareholders of the Company, the Company's Stock Incentive Plan approved by the Company's Board of Directors and shareholders in 1988 shall terminate as to the grant of additional incentive awards.

VIII GENERAL PROVISIONS

(a) Nothing in this Plan or in related agreement will confer upon any employee any right to continue in the employ of the Company or any of its subsidiaries or affect the right of the Company to terminate the employment of any employee at any time with or without cause.

(b) No employee (individually or as a member of a group) and no beneficiary or other person claiming under or through such employee will have any right, title, or interest in or to any shares allocated or reserved under this Plan or subject to any stock option except as to such shares, if any, that have been issued to such employee.

(c) The Company may make such provisions as it deems appropriate to withhold any taxes which it determines it is required to withhold in connection with the exercise of any stock option.

(d) No stock option and no right under this Plan, contingent or otherwise, will be assignable or subject to any encumbrance, pledge or charge of any nature except that, under such rules and regulations as the Company may establish pursuant to the terms of the Plan, a beneficiary may be designated with respect to a stock option in the event of death of the employee granted the stock option.

(e) No shares will be issued under this Plan or any stock option granted under this Plan unless and until all then applicable requirements imposed by federal and state securities and other laws, rules and regulations and by any regulatory agencies having jurisdiction, and by any stock exchanges upon which the shares may be listed, have been fully met.

(f) In the event that any member of the Compensation Committee shall fail to be a "disinterested person" within the meaning of Rule 16b-3 under the Securities Exchange Act of 1934 or an "outside director" within the meaning of Section 162(m) of the Internal Revenue Code of 1986, the Board of Directors of the Company may appoint a committee of two or more directors, each of whom shall be a disinterested director and an outside director, to administer this Plan and, upon such appointment, such committee shall become the administrator of this Plan and shall succeed to all of the authority vested in the Compensation Committee by this Plan.

IX
AMENDMENT AND TERMINATION

The Board of Directors of the Company may at any time, suspend, amend, modify or terminate this Plan, provided that no amendment or modification shall become effective which, within the meaning of Rule 16b-3 under the Securities Exchange Act of 1934, would:

(i) materially increase the benefits accruing to participants in this Plan,

(ii) materially increase the number of shares which may be issued under this Plan, or

(iii) materially modify the requirements as to eligibility for participation in this Plan

unless approved by the affirmative vote of the holders of a majority of the Company's shares present, or represented, and entitled to vote at a meeting duly held in accordance with applicable law. No such suspension, amendment, modification or termination of this Plan shall alter or impair any rights or obligations under any stock option theretofore granted under this Plan.

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EFFECTIVE DATE

This Plan shall be effective upon the adoption thereof by the Board of Directors of the Company subject to approval by the affirmative vote of the holders of a majority of the Company's shares present, or represented, and entitled to vote at a meeting of shareholders duly held in accordance with the laws of the State of California within twelve months following the date of the adoption of this Plan by the Board of Directors of the Company. Any stock option granted under this Plan prior to such approval shall be granted subject to such approval being so obtained.

June 9, 1994

Pacific Enterprises
633 West Fifth Street
Los Angeles, California 90071

Gentlemen:

In my capacity as your counsel, I have examined the Registration Statement on Form S-8 (the "Registration Statement") to be filed by you with the Securities and Exchange Commission for the registration under the Securities Act of 1933, as amended, of 8,000,000 shares of your Common Stock, without par value, to be issued from time to time pursuant to stock options granted under the Pacific Enterprises Employee Stock Option Plan.

I am familiar with the proceedings taken and proposed to be taken in connection with the authorization, issuance and sale of such shares. On the basis of the foregoing and subject to the completion of said proceedings prior to the issuance of such shares, I am of the opinion that such shares when issued will be legally and validly issued and fully paid and nonassessable.

I consent to the use of this opinion as an exhibit to the Registration Statement and to the use of my name under the caption "Legal Opinion" in the Prospectus related thereto.

Respectfully submitted,

Gary W. Kyle

GWK:jam

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Pacific Enterprises on Form S-8 of our report dated January 31, 1994, incorporated by reference in the Annual Report on Form 10-K of Pacific Enterprises for the year ended December 31, 1993.

DELOITTE & TOUCHE
June 8, 1994

EXHIBIT 23.02