
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

**FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

Southern California Gas Company

(Exact Name of Registrant as Specified in Its Charter)

California
(State or Other Jurisdiction of
Incorporation or Organization)

95-1240705
(I.R.S. Employer
Identification Number)

555 West 5th Street
Los Angeles, California 90013-1011
(213) 244-1200
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

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(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

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San Diego, California 92130
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Approximate Date of Commencement of Proposed Sale to the Public: From time to time after the registration statement becomes effective, as determined by market and other conditions.

If the only securities being registered on this form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

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.

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 registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities

Act of 1933, or until this registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the U.S. Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED MARCH 29, 2023

PROSPECTUS

\$4,000,000,000

SOUTHERN CALIFORNIA GAS COMPANY

**Senior Debt Securities
First Mortgage Bonds
Series Preferred Stock**

We may offer and sell senior debt securities, first mortgage bonds and series preferred stock, without par value, from time to time in one or more offerings. The senior debt securities, the first mortgage bonds and the series preferred stock are collectively referred to in this prospectus as the “offered securities,” unless otherwise expressly stated or the context otherwise requires. This prospectus provides you with a general description of the offered securities.

Each time we sell offered securities we will provide a supplement to this prospectus that contains specific information about the offering and the amounts, prices and terms of the particular offered securities being offered at that time. The supplement may also add, update or change information contained in this prospectus with respect to that offering. You should carefully read this prospectus and the applicable prospectus supplement before you invest in any of the offered securities.

We may offer and sell any offered securities described in this prospectus and any prospectus supplement to or through one or more underwriters, dealers and agents, or directly to purchasers, or through a combination of these methods. If any underwriters, dealers or agents are involved in the sale of any offered securities, their names and any applicable purchase price, fee, commission or discount arrangement between or among them will be set forth, or will be calculable from the information set forth, in the applicable prospectus supplement. See the sections of this prospectus entitled “About this Prospectus” and “Plan of Distribution” for more information. No offered securities may be sold without delivery of this prospectus and the applicable prospectus supplement describing the method and terms of the offering of such offered securities.

Investing in the offered securities involves risks. See the information under the heading “[Risk Factors](#)” on page 4 of this prospectus, and any similar section contained in the applicable prospectus supplement, concerning factors you should consider before investing in the offered securities.

Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is _____, 2023

TABLE OF CONTENTS

	<u>Page</u>
ABOUT THIS PROSPECTUS	i
FORWARD-LOOKING STATEMENTS AND MARKET DATA	1
SOUTHERN CALIFORNIA GAS COMPANY	3
RISK FACTORS	4
USE OF PROCEEDS	5
DESCRIPTION OF OFFERED SECURITIES	6
DESCRIPTION OF SENIOR DEBT SECURITIES	7
DESCRIPTION OF FIRST MORTGAGE BONDS	16
DESCRIPTION OF PREFERRED STOCK	33
GLOBAL SECURITIES	37
PLAN OF DISTRIBUTION	40
LEGAL MATTERS	42
EXPERTS	42
WHERE YOU CAN FIND MORE INFORMATION; INCORPORATION BY REFERENCE	43

ABOUT THIS PROSPECTUS

This prospectus is part of a “shelf” registration statement that we filed with the United States Securities and Exchange Commission, or the “SEC.” By using a shelf registration statement, we may sell up to \$4,000,000,000 aggregate offering price of any combination of the offered securities described in this prospectus from time to time and in one or more offerings. This prospectus only provides you with a general description of the offered securities that we may offer. Each time that we offer and sell offered securities, we will provide a prospectus supplement to this prospectus that contains specific information about the offered securities being offered and sold and the specific terms of that offering. We may also authorize one or more free writing prospectuses to be provided to you that may contain material information relating to that offering. The prospectus supplement or free writing prospectus may also add, update or change information contained in this prospectus with respect to that offering. If there is any inconsistency between the information in this prospectus and the applicable prospectus supplement or free writing prospectus, you should rely on the prospectus supplement or free writing prospectus, as applicable. Before purchasing any securities, you should carefully read both this prospectus and the applicable prospectus supplement (and any applicable free writing prospectus), together with the additional information described under the heading “Where You Can Find More Information; Incorporation by Reference.”

We have not authorized anyone to provide you with any information or to make any representations other than those contained in this prospectus, any applicable prospectus supplement or any free writing prospectuses prepared by or on behalf of us or to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We will not make an offer to sell the offered securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information contained in this prospectus and any applicable prospectus supplement to this prospectus is accurate only as of the date on its respective cover, that the information contained in any applicable free writing prospectus is accurate only as of the date of that free writing prospectus, and that any information contained in documents incorporated by reference is accurate only as of the dates of those respective documents, unless we indicate otherwise. Our business, financial condition, results of operations and prospects may have changed since those dates.

FORWARD-LOOKING STATEMENTS AND MARKET DATA

This prospectus and the documents incorporated by reference herein contain statements that constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are based on assumptions with respect to 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 respective dates of the documents in which such forward-looking statements appear. 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 “believes,” “expects,” “intends,” “anticipates,” “contemplates,” “plans,” “estimates,” “projects,” “forecasts,” “should,” “could,” “would,” “will,” “confident,” “may,” “can,” “potential,” “possible,” “proposed,” “in process,” “construct,” “develop,” “opportunity,” “initiative,” “target,” “outlook,” “optimistic,” “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 risks and uncertainties relating to:

- decisions, investigations, inquiries, regulations, issuances or revocations of permits or other authorizations, renewals of franchises, and other actions by (i) the California Public Utilities Commission, U.S. Department of Energy, and other governmental and regulatory bodies and (ii) the U.S. and states, counties, cities and other jurisdictions therein in which we do business;
- the success of business development efforts and construction projects, including risks in (i) completing construction projects or other transactions on schedule and budget, (ii) realizing anticipated benefits from any of these efforts if completed, and (iii) obtaining the consent or approval of partners or other third parties, including governmental and regulatory bodies;
- litigation, arbitrations and other proceedings, and changes to laws and regulations;
- 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, all of which have become more pronounced due to recent geopolitical events, such as the war in Ukraine;
- our ability to borrow money on favorable terms and meet our debt service obligations, including due to (i) actions by credit rating agencies to downgrade our credit ratings or to place those ratings on negative outlook or (ii) rising interest rates and inflation;
- failure of our counterparties to honor their contracts and commitments;
- the impact on affordability of our customer rates and our cost of capital and on our ability to pass through higher costs to current and future customers due to (i) volatility in inflation, interest rates and commodity prices, and (ii) the cost of the clean energy transition in California;
- the impact of climate and sustainability policies, laws, rules disclosures, and trends, as well as related goals and actions of companies in our industry, including actions to reduce or eliminate reliance on natural gas, increased uncertainty in the political or regulatory environment for California natural gas distribution companies and the risk of nonrecovery for stranded assets;
- our ability to incorporate new technologies into our businesses, including those designed to support governmental and private party energy and climate goals;
- weather, natural disasters, pandemics, accidents, equipment failures, explosions, terrorism, information system outages or other events that disrupt our operations, damage our facilities or systems, cause the

Table of Contents

release of harmful materials, cause fires or subject us to liability for damages, fines and penalties, some of which may not be recoverable through regulatory mechanisms, may be disputed or not covered by insurers, or may impact our ability to obtain satisfactory levels of affordable insurance;

- the availability of natural gas and natural gas storage capacity, including disruptions caused by failures in the pipeline system or limitations on the withdrawal of natural gas from storage facilities;
- changes in tax and trade policies, laws and regulations, including tariffs, revisions to international trade agreements and sanctions, such as those that have been imposed and that may be imposed in the future in connection with the war in Ukraine, which may increase our costs, reduce our competitiveness, impact our ability to do business with certain counterparties, or impair our ability to resolve trade disputes; and
- 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 consider carefully the risks, uncertainties and other factors that affect our business as described herein and in our reports and other documents on file with the SEC that are incorporated by reference in this prospectus supplement and the accompanying prospectus and any related free writing prospectus issued by us. You may obtain copies of these reports and documents as described under “Where You Can Find More Information; Incorporation by Reference” in the accompanying prospectus.

This prospectus incorporates by reference, and any prospectus supplement or free writing prospectus may contain and incorporate by reference, market, demographic and industry data and forecasts that are based on or derived from independent industry publications, publicly available information, government data and other information from third parties or that have been compiled or prepared by our management or employees. We do not guarantee the accuracy or completeness of any of this information, and we have not independently verified any of this information. In addition, market, demographic and industry data and forecasts that may be included or incorporated by reference in this prospectus, any prospectus supplement or any free writing prospectus may involve estimates, assumptions and other uncertainties and are subject to change based on various factors, including those discussed under this heading “Forward-Looking Statements and Market Data,” under the heading “Risk Factors” in this prospectus, the applicable prospectus supplement and any related free writing prospectus, and under similar headings in documents that are incorporated or deemed to be incorporated by reference in this prospectus and the applicable prospectus supplement. Accordingly, you should not place undue reliance on any of this information.

SOUTHERN CALIFORNIA GAS COMPANY

We are a regulated public utility that owns and operates a natural gas distribution, transmission and storage system that delivers natural gas to a service territory encompassing Southern California and portions of central California (excluding San Diego County, the City of Long Beach and the desert area of San Bernardino County). We are an indirect subsidiary of Sempra Energy, doing business and referred to as Sempra, a California-based holding company with energy infrastructure investments in North America. For additional information concerning us, you should refer to the information described under the caption “Where You Can Find More Information; Incorporation by Reference” in this prospectus.

Our principal executive offices are located at 555 West 5th Street, Los Angeles, California 90013 and our telephone number is (213) 244-1200. Our web site is <http://www.socalgas.com>.

The information contained on, or that can be accessed through, our website or any other website referenced herein is not a part of or incorporated by reference in this prospectus or any document incorporated or deemed to be incorporated herein.

The terms “we,” “our” and “us” are used in this document for purposes of convenience and, unless otherwise expressly stated, are intended to refer to Southern California Gas Company and its consolidated entities (if any), either individually or collectively, as the context may require. When we refer to “you,” we mean the potential purchasers of the applicable offered securities.

RISK FACTORS

Investment in any offered securities offered pursuant to this prospectus and the applicable prospectus supplement involves risks. Before deciding whether to invest in any offered securities, you should carefully consider the risk factors and other cautionary language incorporated in this prospectus and the applicable prospectus supplement by reference to our most recent Annual Report on Form 10-K and any Quarterly Reports on Form 10-Q and Current Reports on Form 8-K filed (and not furnished) by us with the SEC subsequent to the last day of the fiscal year covered by our most recent Annual Report on Form 10-K and all other information contained or incorporated by reference in this prospectus, as updated by our subsequent filings under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), that are also incorporated by reference in this prospectus, and the risk factors and other information contained and incorporated by reference in the applicable prospectus supplement and any applicable free writing prospectus. Please also carefully read the section entitled “Information Regarding Forward-Looking Statements” or any similarly titled section included in our most recent Annual Report on Form 10-K and any subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. There may be other risks and uncertainties not known to us or that we deem immaterial that also could impair our business operations, financial results and the value of the offered securities. The occurrence of any of these risks could have a material adverse effect on our results of operations, financial condition, cash flows and/or prospects and might cause you to lose all or part of your investment in the offered securities.

USE OF PROCEEDS

Unless stated otherwise in the applicable prospectus supplement, we will use the net proceeds from the sale of the offered securities for capital expenditures and other investments, to refund and retire indebtedness, for working capital and other general corporate purposes and to replenish funds previously expended for these purposes.

DESCRIPTION OF OFFERED SECURITIES

The following is a general description of some of the terms and provisions of the offered securities. These descriptions are not a complete description of the terms and provisions of each offered security. Any prospectus supplement and any free writing prospectus will describe additional terms and provisions of the offered securities offered thereby. The prospectus supplement or any free writing prospectus may also add, update or change the terms and provisions of the offered securities as described in this prospectus. For more information about the offered securities, please refer to:

- the senior indenture, dated as of September 21, 2020, between us and U.S. Bank National Association, as trustee, relating to the issuance of each series of senior debt securities by us (the “senior indenture”);
- the first mortgage indenture dated October 1, 1940 (the “original indenture”) between us and U.S. Bank National Association, as successor trustee, relating to the issuance of each series of first mortgage bonds by us, as amended by supplemental indentures dated as of July 1, 1947, August 1, 1955, December 1, 1956, June 1, 1965, August 1, 1972, May 1, 1976 and September 15, 1981 (collectively, the “mortgage bond indenture”); and
- the applicable certificate of determination of preferences establishing the designation and terms of any series of our series preferred stock we are offering hereunder, and the description of our series preferred stock contained in our restated articles of incorporation.

These documents or forms of these documents are or will be filed as exhibits to the registration statement of which this prospectus is a part or a document incorporated by reference herein. The indentures are subject to and governed by the Trust Indenture Act of 1939, as amended, and may be supplemented or amended from time to time.

DESCRIPTION OF SENIOR DEBT SECURITIES

Unless indicated differently in a prospectus supplement or a free writing prospectus, the following is a general description of some of the terms and provisions of the senior debt securities we may offer and sell by this prospectus. To the extent the terms and provisions of any series of senior debt securities modify the general terms and provisions described below, such modifications will be described in a prospectus supplement or free writing prospectus relating to such series. In this section, references to “indenture” mean the senior indenture and references to “we,” “our” and “us” mean, unless otherwise expressly stated or the context otherwise requires, Southern California Gas Company excluding its consolidated entities (if any).

The senior debt securities will be governed by the indenture. The indenture gives us broad authority to set the particular terms of each series of senior debt securities, including the right to modify certain of the terms contained in the indenture. The particular terms of a series of senior debt securities and the extent, if any, to which the particular terms of the series modify the terms of the indenture will be described in the accompanying prospectus supplement, or a free writing prospectus, relating to such series of senior debt securities.

The indenture contains the full legal text of the matters described in this section. The following description of certain provisions of the indenture and our senior debt securities is not complete and is subject to and qualified in its entirety by reference to all the provisions of the indenture, including definitions of terms used in the indenture, and the certificates evidencing the senior debt securities of each series, copies of which have been or will be filed or incorporated by reference as exhibits to the registration statement of which this prospectus is a part or to a document incorporated by reference in this prospectus and which may be obtained as described under “Where You Can Find More Information; Incorporation by Reference.” We also include references in parentheses to particular sections of the indenture. Whenever we refer to particular sections or defined terms of the indenture in this prospectus or a prospectus supplement or free writing prospectus, those sections or defined terms are incorporated by reference in this prospectus or the applicable prospectus supplement or free writing prospectus. This description also is subject to and qualified by reference to the description of the particular terms of a particular series of senior debt securities described in the applicable prospectus supplement or free writing prospectus.

General

We may issue an unlimited amount of senior debt securities under the indenture in one or more series. We are not required to issue all senior debt securities of one series at the same time and, unless otherwise provided for a particular series of senior debt securities in a prospectus supplement or a free writing prospectus, we may reopen a series, without the consent of the holders of the senior debt securities of that series, for issuances of additional senior debt securities of that series. The senior debt securities will be our unsecured obligations.

Prior to the issuance of each series of senior debt securities, the terms of the particular series of senior debt securities will be specified in either a supplemental indenture or a board resolution and one or more officers’ certificates. We refer you to the applicable prospectus supplement or free writing prospectus for a description of the following terms of each series of senior debt securities:

- the title of the senior debt securities;
- any limit upon the aggregate principal amount of the senior debt securities;
- the date or dates on which principal will be payable or the method of determining such date or dates;
- the rate or rates or method of determination of interest; the date or dates from which interest will accrue; the dates on which interest will be payable, which we refer to as the “interest payment dates”; the manner (if any) of determination of such interest payment dates; and any record dates for the interest payable on the interest payment dates;

[Table of Contents](#)

- any right to extend the interest payment periods or defer the payment of interest and the terms of such extension or deferral;
- any obligation or option we have to redeem or purchase senior debt securities, or any option of the registered holder to require us to redeem or purchase senior debt securities, and the terms and conditions upon which the senior debt securities will be redeemed or purchased;
- the denominations in which the senior debt securities will be issuable, if other than denominations of \$2,000 and any integral multiples of \$1,000 in excess thereof;
- if applicable, that the senior debt securities are to be issued in whole or in part in the form of one or more global securities and, in such case, the identity of the depositary for the global securities;
- any addition, modification or deletion of any events of default or covenants provided in the indenture with respect to the senior debt securities and any change in the acceleration provisions with respect to the senior debt securities; and
- any other terms of the senior debt securities, including any additions, modifications or deletions.

(See Section 301.)

Ranking

The senior debt securities will be our unsecured and unsubordinated obligations and will rank equally in right of payment with all of our other unsecured and unsubordinated indebtedness. The senior debt securities are Southern California Gas Company's obligations exclusively, and are not the obligations of our consolidated entities (if any), our parent, Sempra or any of our other affiliates. Although the senior debt securities will be our senior unsubordinated obligations, the outstanding first mortgage bonds will have a claim to the assets securing the first mortgage bonds prior to any claim by holders of the senior debt securities.

Payment of Senior Debt Securities—Interest

We will pay interest on the senior debt securities on each interest payment date to the person in whose name the senior debt securities are registered as of the close of business on the regular record date relating to the interest payment date.

However, if we default in paying interest on a senior debt security, we will pay defaulted interest, at our election, in either of the two following ways:

- We will first propose to the trustee a payment date for the defaulted interest, and at the same time we will deposit with the trustee an amount to be paid in respect of the defaulted interest or make arrangements satisfactory to the trustee for such deposit before the date of the proposed payment. Next, the trustee will choose a special record date for determining which registered holders are entitled to the payment and cause notice to be given to each registered holder of the senior debt securities at least 10 days before the special record date. The special record date will be from 10 to 15 days before the proposed payment date. Finally, the defaulted interest will be paid on the payment date to the registered holder of the senior debt securities as of the close of business on the special record date.
- Alternatively, we can propose to the trustee any other lawful manner of payment that is not inconsistent with the requirements of any securities exchange on which the senior debt securities are listed for trading. If the trustee thinks the proposal is practicable, payment will be made as proposed.

(See Section 307.)

Payment of Senior Debt Securities—Principal

We will pay principal of and any premium on the senior debt securities at stated maturity, upon redemption or as otherwise required, upon presentation of the senior debt securities at the office of the trustee, as paying

[Table of Contents](#)

agent. In our discretion, we may appoint one or more additional paying agents and security registrars and change or designate one or more additional places for payment. Unless otherwise specified in the applicable prospectus supplement or free writing prospectus, a place for payment of the senior debt securities will be provided in the Borough of Manhattan, the City of New York, New York. (See Section 1002.)

If any interest payment date, redemption date or the maturity date of the senior debt securities is not a business day at any place of payment, then payment of the principal, premium, if any, and interest may be made on the next business day at that place of payment. In that case, no interest will accrue on the amount payable for the period from and after the applicable interest payment date, redemption date or maturity date, as the case may be. (See Section 113.)

Form; Transfers; Exchanges

The senior debt securities initially will be issued in book-entry form and represented by one or more global securities deposited with, or on behalf of, The Depository Trust Company, New York, New York (“DTC”), as depositary, and registered in the name of Cede & Co., its nominee. This means that you will not be entitled to receive a certificate for the senior debt securities that you purchase except under the limited circumstances described below under the caption “Global Securities.” If any of the senior debt securities are issued in certificated form they will be issued only in fully registered form without coupons, in denominations of \$1,000 and integral multiples of \$1,000.

So long as the senior debt securities are in book-entry form, you will receive payments and may transfer senior debt securities only through the facilities of DTC and its direct and indirect participants as described below under the caption “Global Securities.” We will maintain an office or agency in the Borough of Manhattan, The City of New York where notices and demands in respect of the senior debt securities and the indenture may be delivered to us and where certificated senior debt securities including the senior debt securities may be surrendered for payment, registration of transfer or exchange. That office or agency will initially be an office of the trustee, which is currently located at 100 Wall Street, Suite 1600, New York, New York 10005. (See Section 1002.)

You may have your senior debt securities divided into senior debt securities of smaller authorized denominations, or combined into senior debt securities of larger authorized denominations, as long as the total principal amount is not changed. This is called an “exchange.” (See Section 305.)

You may exchange or transfer senior debt securities at the office of the trustee. The trustee acts as our agent for registering senior debt securities in the names of holders and transferring senior debt securities. We may appoint another agent or act as our own agent for this purpose. The entity performing the role of maintaining the list of registered holders is called the “security registrar.” It will also perform transfers. (See Section 305.)

In our discretion, we may change the place for registration of transfer of the senior debt securities and for delivery of notices and demands in respect of the senior debt securities and the indenture and we may remove and/or appoint one or more additional security registrars. (See Sections 305 and 1002.)

Except as otherwise provided in a prospectus supplement or a free writing prospectus, there will be no service charge for any transfer or exchange of the senior debt securities, but you may be required to pay a sum sufficient to cover any tax or other governmental charge payable by us in connection with the transfer or exchange. We may block the transfer or exchange of (i) senior debt securities during a period of 15 days prior to giving any notice of redemption or (ii) any senior debt security selected for redemption in whole or in part, except the unredeemed portion of any senior debt security being redeemed in part. (See Section 305.)

Optional Redemption

The redemption provisions, if any, applicable to the senior debt securities of any series will be set forth in the applicable prospectus supplement or free writing prospectus.

[Table of Contents](#)

We will mail notice of any redemption at least 30 days, but not more than 60 days, before the redemption date to each registered holder of the senior debt securities to be redeemed. Once notice of redemption is mailed, the senior debt securities called for redemption will become due and payable on the redemption date and at the applicable redemption price, plus accrued and unpaid interest to the redemption date. If we elect to redeem all or a portion of the senior debt securities, that redemption will not be conditional upon receipt by the trustee or other paying agent of monies sufficient to pay the redemption price. (See Section 1104.)

Unless we default in payment of the redemption price, from and after the redemption date the senior debt securities or portions thereof called for redemption will cease to bear interest. We will pay the redemption price and any accrued interest once the senior debt securities are surrendered for redemption. (See Section 1105.) If only part of a senior debt security is redeemed, the trustee will deliver new senior debt securities of the same series for the remaining portion without charge. (See Section 1106.)

In the event that we elect to redeem only a portion of the senior debt securities, the senior debt securities to be redeemed will be selected in accordance with the procedures of DTC, in the case of senior debt securities represented by a global security, or by the trustee by a method the trustee deems to be fair and appropriate, in the case of senior debt securities that are not represented by a global security. (See Section 1103.)

Events of Default

An “event of default” occurs with respect to the senior debt securities of any series if:

- we do not pay interest on any senior debt securities of the applicable series within 30 days of the due date;
- we do not pay the principal of or any premium on any senior debt securities of the applicable series on the due date;
- we do not make a sinking fund payment within 60 days of when due by the terms of senior debt securities of the applicable series;
- we remain in breach of a covenant or warranty in the indenture (excluding covenants and warranties solely applicable to another series of senior debt securities issued under the indenture) or the senior debt securities of the applicable series for 60 days after we receive a written notice of default specifying the breach and requiring its remedy; the notice must be sent by either the trustee or registered holders of at least 33% in principal amount of the outstanding senior debt securities of the affected series;
- we file for bankruptcy or other specified events in bankruptcy, insolvency, receivership or reorganization occur; or
- any other event of default specified in the applicable prospectus supplement or free writing prospectus with respect to a particular series of senior debt securities occurs.

(See Section 501.)

No event of default with respect to a series of senior debt securities necessarily constitutes an event of default with respect to the senior debt securities of any other series issued under the indenture.

Remedies

Acceleration

If an event of default occurs and is continuing with respect to any series of senior debt securities, then either the trustee or the registered holders of at least 33% in principal amount of the outstanding senior debt securities of that series may declare the principal amount of all of the senior debt securities of that series, together with accrued and unpaid interest thereon, to be due and payable immediately. (See Section 502.)

Rescission of Acceleration

After the declaration of acceleration has been made with respect to any series of senior debt securities and before the trustee has obtained a judgment or decree for payment of the money due, the event of default giving rise to the declaration will be deemed to have been waived and the declaration and its consequences will be rescinded and annulled, if:

- we pay or deposit with the trustee a sum sufficient to pay:
 - all overdue interest on the senior debt securities of that series, other than interest which has become due by declaration of acceleration;
 - the principal of and any premium on the senior debt securities of that series which have become due, otherwise than by the declaration of acceleration, and overdue interest on these amounts to the extent lawful;
 - interest on overdue interest, other than interest which has become due by declaration of acceleration, on the senior debt securities of that series to the extent lawful;
 - all amounts due to the trustee under the indenture; and
- all events of default with respect to the senior debt securities of that series, other than the nonpayment of the principal and interest which has become due solely by the declaration of acceleration, have been cured or waived as provided in the indenture.

(See Section 502.)

For more information as to waiver of defaults, see “—Waiver of Default and of Compliance” below.

Control by Registered Holders; Limitations

If an event of default with respect to the senior debt securities of any series occurs and is continuing, the registered holders of a majority in principal amount of the outstanding senior debt securities of that series, voting as a single class without regard to the holders of outstanding senior debt securities of any other series that may also be in default, will have the right to direct the time, method and place of:

- conducting any proceeding for any remedy available to the trustee with respect to the senior debt securities of that series; and
- exercising any trust or power conferred on the trustee with respect to the senior debt securities of that series.

These rights of registered holders to give directions are subject to the following limitations:

- the registered holders’ directions do not conflict with any law or the indenture; and
- the direction is not unduly prejudicial to the rights of holders of the senior debt securities of that series who do not join in that action.

The trustee may also take any other action it deems proper which is not inconsistent with the registered holders’ direction. (See Sections 512 and 603.)

In addition, the indenture provides that no registered holder of senior debt securities of any series will have any right to institute any proceeding, judicial or otherwise, with respect to the indenture or for the appointment of a receiver or for any other remedy under the indenture unless:

- that registered holder has previously given the trustee written notice of a continuing event of default;

Table of Contents

- the registered holders of at least 33% of the principal amount of the outstanding senior debt securities of that series have made written request to the trustee to institute proceedings in respect of that event of default and have offered the trustee reasonable indemnity against costs, expenses and liabilities incurred in complying with the request; and
- for 60 days after receipt of the notice, the trustee has failed to institute a proceeding and no direction inconsistent with the request has been given to the trustee during the 60-day period by the registered holders of a majority in principal amount of outstanding senior debt securities of that series.

Furthermore, no registered holder will be entitled to institute any action if and to the extent that the action would affect, disturb or prejudice the rights of other registered holders of senior debt securities. (See Section 507.)

However, each registered holder has an absolute and unconditional right to receive payment when due and to bring a suit to enforce that right. (See Section 508.)

Notice of Default

The trustee is required to give the registered holders of senior debt securities of the affected series notice of any default under the indenture to the extent required by the Trust Indenture Act; except that in the case of an event of default of the character specified above in the fourth bullet under the caption “—Events of Default,” no notice will be given to such registered holders until at least 30 days after the occurrence of the default. (See Section 602.) The Trust Indenture Act currently permits the trustee to withhold notices of default (except for certain payment defaults) if the trustee in good faith determines the withholding of the notice to be in the interests of the registered holders.

We will furnish the trustee with an annual statement of whether or not we are in default in the performance or observance of any of the terms, provisions and conditions in the indenture. (See Section 1005.)

Waiver of Default and of Compliance

The registered holders of a majority in principal amount of the outstanding senior debt securities of any series, voting as a single class, without regard to the holders of outstanding senior debt securities of any other series, may waive, on behalf of all registered holders of the senior debt securities of that series, any past default under the indenture, except a default in the payment of principal, premium (if any) or interest, or with respect to compliance with certain covenants or provisions of the indenture that cannot be modified or amended without the consent of the registered holder of each outstanding senior debt security of that series. (See Section 513.)

Compliance with certain covenants in the indenture or otherwise provided with respect to senior debt securities of any series may be waived by the registered holders of a majority in principal amount of the outstanding senior debt securities of that series. (See Section 1006.)

Consolidation, Merger and Conveyance of Assets as an Entirety; No Financial Covenants

We have agreed not to consolidate or merge with or into any other entity, or to sell, transfer, lease or otherwise convey our property and assets as an entirety or substantially as an entirety to any other entity, unless:

- we are the continuing entity (in the case of a merger) or the successor entity formed by such consolidation or into which we are merged or which acquires by sale, transfer, lease or other conveyance our property and assets, as an entirety or substantially as an entirety, is a corporation organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and expressly assumes, by supplemental indenture, the due and punctual payment of the principal, premium (if any) and interest on all the outstanding senior debt securities and the performance of every obligation in the indenture and such outstanding senior debt securities to be performed by us; and

Table of Contents

- immediately after giving effect to the transaction, no event of default, and no event which after notice or lapse of time or both would become an event of default, has or will have occurred and be continuing.

The indenture does not contain any financial or other similar restrictive covenants.

(See Section 801.)

Modification of Indenture

Without Registered Holder Consent

Without the consent of any registered holders of senior debt securities, we and the trustee may enter into one or more supplemental indentures for any of the following purposes:

- to evidence the succession of another entity to us; or
- to add one or more covenants of ours for the benefit of the holders of all or any series of senior debt securities or to surrender any right or power conferred upon us; or
- to add any additional events of default for all or any series of senior debt securities; or
- to change or eliminate any provision of the indenture so long as the change or elimination does not apply to any senior debt securities entitled to the benefit of such provision; or to add any new provision to the indenture, in addition to the provisions which may otherwise be added to the indenture pursuant to the other clauses of this paragraph, so long as the addition does not apply to any outstanding senior debt securities; or
- to provide security for the senior debt securities of any series; or
- to establish the form or terms of senior debt securities of any series, as permitted by the indenture; or
- to evidence and provide for the acceptance of appointment of a separate or successor trustee; or
- to cure any ambiguity, defect or inconsistency or to make any other changes with respect to any series of senior debt securities that do not adversely affect the interests of the holders of senior debt securities of any series in any material respect; or
- to conform the terms of any series of senior debt securities or the indenture to any terms set forth in the description of such series of senior debt securities appearing in a prospectus supplement, free writing prospectus or other like offering document relating to the initial offering of such series of senior debt securities.

(See Section 901.)

With Registered Holder Consent

Subject to the following sentence, we and the trustee may, with some exceptions, amend or modify the indenture with the consent of the registered holders of a majority in principal amount of the senior debt securities of each series affected by the amendment or modification. However, no amendment or modification may, without the consent of the registered holder of each outstanding senior debt security affected thereby:

- change the stated maturity of the principal, premium (if any) or interest on any senior debt security or reduce the principal amount, interest or any premium payable or change any place of payment where or the currency in which any senior debt security is payable, or impair the right to bring suit to enforce any payment;
- reduce the percentages of registered holders whose consent is required for any supplemental indenture or waiver; or

Table of Contents

- make certain modifications to certain of the provisions in the indenture relating to supplemental indentures and waivers of certain covenants and past defaults.

A supplemental indenture which changes or eliminates any covenant or other provision of the indenture expressly included solely for the benefit of holders of senior debt securities of one or more particular series will be deemed not to affect the rights under the indenture of the holders of senior debt securities of any other series.

(See Section 902.)

Defeasance

The indenture provides, unless the terms of the particular series of senior debt securities provide otherwise, that we may, upon satisfying several conditions, be discharged from our obligations, with some exceptions, with respect to any series of senior debt securities, which we refer to as “defeasance.”

One condition we must satisfy is the irrevocable deposit with the trustee, in trust, of money and/or government obligations which, through the scheduled payment of principal and interest on those obligations, would provide sufficient funds to pay the principal of and any premium and interest on those senior debt securities on the maturity dates of the payments or upon redemption.

In addition, we will be required to deliver an opinion of counsel to the effect that a holder of senior debt securities will not recognize income, gain or loss for federal income tax purposes as a result of the defeasance and will be subject to federal income tax on the same amounts, at the same times and in the same manner as if that defeasance had not occurred. The opinion of counsel must be based upon a ruling of the Internal Revenue Service or a change in law after the date of the indenture.

(See Article XIII.)

Satisfaction and Discharge

The indenture will cease to be of further effect with respect to any series of senior debt securities, and we will be deemed to have satisfied and discharged all of our obligations under the indenture with respect to that series of senior debt securities, except as noted below, when:

- all outstanding senior debt securities of such series have become due or will become due within one year at their stated maturity or on a redemption date;
- we deposit with the trustee, in trust, funds that are sufficient to pay and discharge all remaining indebtedness on the outstanding senior debt securities of such series; and
- we have paid or caused to be paid all other sums payable by us under the indenture.

Notwithstanding the satisfaction and discharge of the indenture with respect to any series of senior debt securities, we will remain obligated to pay amounts due under certain provisions of the indenture and to perform certain ministerial tasks as described in the indenture.

(See Section 401.)

Resignation and Removal of the Trustee; Deemed Resignation

The trustee with respect to any series of senior debt securities may resign at any time by giving us written notice. The trustee may also be removed with respect to the senior debt securities of any series by the registered holders of a majority in principal amount of the outstanding senior debt securities of such series. No resignation or removal of the trustee and no appointment of a successor trustee will become effective until the acceptance of appointment by a successor trustee in accordance with the requirements of the indenture. (See Section 610.)

Miscellaneous Provisions

The indenture provides that certain senior debt securities, including those for which payment or redemption money has been deposited or set aside in trust as described under the caption “—Satisfaction and Discharge” above, will not be deemed to be “outstanding” in determining whether the registered holders of the requisite principal amount of the outstanding senior debt securities have given or taken any demand, direction, consent or other action under the indenture as of any date. (See Section 101.)

We will be entitled to set any day as a record date for the purpose of determining the registered holders of outstanding senior debt securities of any series entitled to give or take any demand, direction, consent or other action under the indenture, in the manner and subject to the limitations provided in the indenture. In certain circumstances, the trustee also will be entitled to set a record date for action by registered holders of any series. If a record date is set for any action to be taken by registered holders of particular senior debt securities, the action may be taken only by persons who are registered holders of the respective senior debt securities on the record date. (See Section 104.)

Governing Law

The indenture and the senior debt securities will be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles thereof. (See Section 112.)

DESCRIPTION OF FIRST MORTGAGE BONDS

Unless indicated differently in a prospectus supplement or a free writing prospectus, the following is a general description of some of the terms and provisions of the first mortgage bonds we may offer and sell by this prospectus. To the extent the terms and provisions of any series of first mortgage bonds modify the general terms and provisions described below, such modifications will be described in a prospectus supplement or free writing prospectus relating to such series. In this section, references to the “bonds” mean the first mortgage bonds, references to “indenture” mean the mortgage bond indenture and references to “we,” “our” and “us” mean, unless otherwise expressly stated or the context otherwise requires, Southern California Gas Company excluding its consolidated entities (if any).

The bonds will be governed by the indenture. The indenture gives us broad authority to set the particular terms of each series of bonds, including the right to modify certain of the terms contained in the indenture. The particular terms of a series of bonds and the extent, if any, to which the particular terms of the series modify the terms of the indenture will be described in the accompanying prospectus supplement, or a free writing prospectus, relating to such series of bonds.

The indenture contains the full legal text of the matters described in this section. The following description of certain provisions of the indenture and the bonds is not complete and is subject to and qualified in its entirety by reference to all the provisions of the indenture, including definitions of terms used in the indenture, and the certificates evidencing the bonds of each series, copies of which have been or will be filed or incorporated by reference as exhibits to the registration statement of which this prospectus is a part or to a document incorporated by reference in this prospectus and which may be obtained as described under “Where You Can Find More Information; Incorporation by Reference.” We also include references in parentheses to particular sections of the indenture. Whenever we refer to particular sections or defined terms of the indenture in this prospectus or a prospectus supplement or free writing prospectus, those sections or defined terms are incorporated by reference in this prospectus or the applicable prospectus supplement or free writing prospectus. This description also is subject to and qualified by reference to the description of the particular terms of a particular series of bonds described in the applicable prospectus supplement or free writing prospectus.

General

We may issue bonds under the indenture in one or more series, subject to the limitations described below under the caption “Issuance of Additional Bonds.” Bonds in registered form may be issued in denominations of \$1,000, \$5,000, \$10,000, \$25,000 or integral multiples of \$25,000. Bonds will be payable, exchangeable for bonds of other authorized denominations and transferable at the principal office of the trustee, in San Francisco, California and any other places designated by us for payment.

Prior to the issuance of each series of bonds, the terms and conditions of the particular series of bonds will be specified in a supplemental indenture. We refer you to the applicable prospectus supplement or free writing prospectus for a description of the following terms of each series of bonds:

- the title or designation of the bonds;
- any limit upon the aggregate principal amount of the bonds;
- the date or dates on which principal will be payable or how to determine the dates;
- the rate or rates or method of determining interest, the date from which interest will accrue, the dates on which interest will be payable, which we refer to as the “interest payment dates,” and any record dates for the interest payable on the interest payment dates;
- any obligation or option we have to redeem or purchase the bonds before maturity and the terms and conditions upon which the bonds may be redeemed or purchased;

Table of Contents

- if applicable, that the bonds will be entitled to the benefits of any purchase, sinking, improvement, renewal or trust fund;
- that the bonds will be issuable as coupon bonds, fully registered bonds without coupons or global securities (as defined below under the caption “Global Securities”); and
- any other terms of the bonds.

(See Section 2.01.)

Issuance of Additional Bonds

Additional bonds secured by the indenture may be issued in a maximum aggregate principal amount equal to the sum of:

- 66 ²/₃% of the Net Bondable Value of Property Additions that have not been applied to other indenture purposes; (See Section 4.04.)
- 100% of the amount of cash deposited with the trustee for the purpose of issuing additional bonds; (See Section 4.05.) and
- 100% of the aggregate principal amount of Refundable Bonds, which include bonds that have been retired by payment at maturity, redemption or purchase (other than through sinking fund payments or other funds deposited with the trustee as Mortgaged Property) and not applied to other indenture purposes. (See Section 4.06.)

However, the aggregate principal amount of bonds that we can issue under the indenture may not exceed 50% of our Net Investment in Mortgaged Property, after giving effect to the issuance of such additional bonds. (See Section 4.01.) In addition, no additional bonds may be issued under the indenture (except under certain circumstances relating to those issued on the basis of Refundable Bonds) unless the Net Earnings of the Corporation Available for Interest for any 12 consecutive months in the past 15 months equals at least twice our annual interest charges on the sum of (i) all the bonds outstanding under the indenture and such additional bonds, (ii) in the event of our consolidation or merger or transfer of all of our property as an entirety, the indebtedness of any successor corporation maturing more than one year from the date of its creation, but only if such successor corporation does not secure the bonds with a lien on all of its property, other than Excepted Property, and (iii) all of our indebtedness secured by any part of the Mortgaged Property in priority to or pari passu with the lien securing the bonds. (See Section 4.03.)

Other than as described above, the indenture does not limit the amount of indebtedness that we may incur. However, our issuance of long-term indebtedness is regulated by the California Public Utilities Commission.

Security for the Bonds

The bonds will be secured by the indenture which constitutes a first lien upon all of our real and personal property, other than Excepted Property, subject to easements, rights of way, conditions, reservations and restrictions of record, and to the lien of taxes and assessments not delinquent, and also subject to Permissible Encumbrances, purchase money liens, liens existing on property at the time such property was acquired by us, liens resulting from claims and demands of mechanics, laborers and others the validity of which are being contested in good faith and the prior lien securing the trustee’s right to compensation, reimbursement and indemnity. (See granting clauses and Sections 5.09 and 14.10). All of the bonds issued under the indenture will be equally and ratably secured by the indenture, subject to the provisions relating to any sinking or similar fund for the benefit of any bonds of a particular series and other than cash held by the trustee for the payment of particular bonds (See Sections 4.01, 5.03 and 10.12).

[Table of Contents](#)

Subject to limitations and exceptions described in the indenture, all property acquired by us after the date of the indenture, other than Excepted Property, will be further security as described in the indenture. (See Section 5.09.) In addition, the indenture creates a lien on the Mortgaged Property prior to the lien securing the bonds in order to secure the trustee's right to compensation, reimbursement and indemnity. (See Sections 5.17, 6.04, 9.26, 14.10 and 14.11.)

Ranking

The bonds of each series will be our secured and unsubordinated obligations and will rank equally in right of payment with all other bonds issued under the indenture. The bonds will rank first in right of payment with respect to proceeds from Mortgaged Property (subject to easements, rights of way, conditions, reservations and restrictions of record, and to the lien of taxes and assessments not delinquent, and also subject to Permissible Encumbrances, purchase money liens, liens existing on property at the time such property was acquired by us, liens resulting from claims and demands of mechanics, laborers and others the validity of which are being contested in good faith and the prior lien securing the trustee's right to compensation, reimbursement and indemnity), and otherwise will rank equally in right of payment with all of our unsubordinated and unsecured indebtedness, including the senior debt securities. The bonds are Southern California Gas Company's obligations exclusively, and are not the obligations of any of our consolidated entities (if any), our parent, Sempra or any of our other affiliates.

Payment of Bonds—Principal and Interest

We will pay principal of the bonds at stated maturity, upon redemption or otherwise, upon presentation of the bonds at the office of the trustee, as our paying agent. We will make payments on the bonds in book-entry form to DTC or its nominee, as the registered owner of the bonds, by wire transfer of immediately available funds.

Form; Transfers; Exchanges

Bonds may be issued in denominations of \$1,000, \$5,000, \$10,000, \$25,000 or integral multiples of \$25,000. Unless otherwise indicated in the applicable prospectus supplement or free writing prospectus, the bonds will be issued in book-entry form and represented by one or more global securities deposited with, or on behalf of, DTC, as depositary, and registered in the name of Cede & Co., its nominee. This means that you will not be entitled to receive a certificate for the bonds in book-entry form that you purchase except under the limited circumstances described below under the caption "Global Securities."

You will receive payments and may transfer bonds in book-entry form only through the facilities of DTC and its direct and indirect participants as described below under the caption "Global Securities." We will maintain an office or agency where notices and demands in respect of the bonds and the indenture may be delivered to us and where certificated bonds may be surrendered for payment, registration of transfer or exchange, which will be at the principal office of the trustee, in San Francisco, California, and any other places specified in the applicable prospectus supplement or free writing prospectus. (See Sections 2.01, 2.03 and 2.04.)

There will be no service charge for (i) any registration or transfer or exchange of the bonds, but we may impose a charge sufficient to reimburse us for any tax or governmental charge required to be paid with respect to any such registration or transfer, or (ii) any exchange, but we may charge a sum not exceeding \$2 for each bond issued upon any such exchange and a further sum sufficient to reimburse us for any stamp taxes or other governmental charges. We may block the transfer or exchange of bonds for a period of 10 days prior to any interest payment date. (See Sections 2.03 and 2.04)

Optional Redemption

We may redeem at our option at any time or from time to time all or any part of the bonds of any series at the redemption price specified therein for such series of bonds. In the event that we elect to redeem only a

[Table of Contents](#)

portion of a series of bonds, the bonds to be redeemed shall be selected by the trustee by lot in such manner as it shall deem fair and, if so provided in the applicable prospectus supplement or free writing prospectus in the case of bonds represented by a global security, in accordance with the procedures of DTC. (See Section 7.01.)

Any other redemption provisions applicable to the bonds of any series will be set forth in the applicable prospectus supplement or free writing prospectus.

We will mail notice of any redemption at least 30 days but not more than 60 days before the redemption date to each holder of the bonds to be redeemed. (See Section 7.02.) On or prior to the redemption date, we will deposit with the trustee a sum of money sufficient to redeem the bonds designated for redemption to be held in trust for the account of the holders thereof. Following notice of redemption and deposit of the redemption price with the trustee on or before the applicable redemption date, the bonds or portions thereof called for redemption shall cease to bear interest and shall cease to be entitled to the lien of the indenture after such redemption date. (See Section 7.03.) Upon surrender of the bonds, we will pay the holders of the surrendered bonds the principal and accrued interest of the redeemed bonds or, if only a portion of the principal of a particular bond is being redeemed, we will pay such holders that portion of the principal and interest attributable to such redeemed portion and the trustee will deliver new bonds in lieu of the unredeemed portion without charge. (See Sections 7.04 and 7.05.) All of the bonds redeemed and paid shall be cancelled. (See Section 7.06.)

Renewal Fund

We will pay or cause to be paid to the trustee annually on April 1, as a renewal fund, an amount equal to (1) the amounts actually appropriated by us from earnings during the preceding calendar year as provisions for depreciation, depletion and retirements of Mortgaged Property and, if such appropriations are calculated on a sinking fund or similar compound interest method, including the portion thereof representing interest accrual as well as the portion thereof representing the annuity charge, *minus* (2) credits (which may include credits from prior years), taken at our option, for:

- payments in cash or bonds made by us to a sinking fund or a similar fund under which cash paid to the trustee is to be used only to retire bonds;
- the lesser of the cost or fair value of specified Property Additions purchased, constructed or otherwise acquired by us;
- the lesser of the cost or fair value of certain additions to properties securing bonds established as refundable pursuant to the indenture; and
- the principal amount of certain bonds which have been purchased, paid, redeemed, cancelled or otherwise retired, and which have not been used nor will be available for any other indenture purpose, including the issuance of additional bonds.

(See Sections 8.02 and 8.04.)

Renewal fund payments that we pay in cash and any other monies held by the trustee as part of the Mortgaged Property may, at our option:

- be withdrawn by us, subject to specified conditions, in an amount equal to the lesser of the cost or fair value of specified Property Additions purchased, constructed or otherwise acquired by us, or in an amount equal to the amount of Refundable Bonds made the basis for withdrawal (except that we may not withdraw cash deposited with the trustee as a basis for issuing additional bonds); or
- be applied, subject to specified conditions, to the purchase or redemption of any outstanding bonds.

(See Sections 8.06, 10.08, 10.09 and 10.11.)

Table of Contents

In addition, any cash in excess of \$100,000 held by the trustee as part of the Mortgaged Property for more than three years after deposit shall be applied by the trustee to the purchase or redemption of outstanding bonds. (See Section 10.11.)

Instead of making all or any portion of such a renewal fund payment in cash, we may deliver outstanding bonds to the trustee, which will be deemed equivalent to payment of cash in an amount equal to the aggregate principal amount of the bonds so delivered. (See Section 8.05.)

At our election, the amount of any required renewal fund payment may be reduced by an amount equal to the amount of cash which, assuming that the renewal fund payments required to be made pursuant to the indenture had actually been made in cash, could at the time be withdrawn under the indenture. (See Section 8.06.) Any payments that we make to the renewal fund are in addition to the expenditures we are required to make for maintenance.

Consolidation, Merger and Transfer of Assets

Nothing in the indenture or in the bonds outstanding under the indenture prevents us from consolidating or merging with or into any corporation or selling all of our property as an entirety subject to the continuing lien of the indenture, if:

- the terms of the consolidation, merger or sale preserve and do not impair the lien or the security under the indenture and the rights and powers of the trustee and the holders of the bonds outstanding under the indenture;
- in the case of a merger or consolidation, the successor corporation expressly assumes the due and punctual payment of the principal of and interest on all the bonds and the performance and observance of all of the covenants and conditions of the indenture; and
- in the case of a sale of all of our property as an entirety, the corporation to which we sell all our property assumes the due and punctual payment of principal of and interest on all the bonds, assumes the performance of all covenants and conditions of the indenture and executes and delivers an indenture to the trustee whereby the purchasing corporation agrees to assume such payment and performance and charge therewith the property and franchises so taken over.

(See Section 15.01.)

If we consolidate with or merge with another corporation or in the case of a sale of our property as an entirety, the successor corporation formed by such consolidation or into which we shall have merged or to which such sale shall have been made, upon executing and causing to be recorded an indenture to the trustee, shall succeed to and be substituted for us under the indenture and the bonds. (See Section 15.02.) Notwithstanding the foregoing, the indenture shall not become a lien or charge on any properties or franchises of the successor corporation, whether owned at the time of such transaction or thereafter acquired, except for the properties and franchises subject to the lien of the indenture prior to such transaction (and all substitutions, replacements, accessions, additions, alterations, improvements, betterments, developments, extensions and enlargements to, of or upon any of the properties which then are or may thereafter become subject to the lien of the indenture) and any property and franchises which the successor corporation may voluntarily subject to the lien of the indenture. (See Section 15.03.)

Events of Default

The following events are defined for all purposes of the indenture (except where the term is otherwise defined for specific purposes) as “events of default”:

- failure to pay the principal of any bond secured by the indenture when it becomes due and payable, whether at maturity, as therein expressed, or by declaration or otherwise;

Table of Contents

- failure to pay interest on any bond secured by the indenture for a period of 30 days after it becomes due and payable;
- failure to pay any installment of the sinking fund or renewal fund required by the indenture or of any sinking fund or analogous fund required by any supplemental indenture, for a period of 30 days after it becomes due and payable;
- the expiration of a period of 60 days following:
 - the adjudication of us as bankrupt by any court of competent jurisdiction;
 - the entry of an order approving a petition seeking the reorganization of us under the Federal Bankruptcy Laws or any other applicable law or statute of the United States of America or any state thereof; or
 - the appointment of a trustee or a receiver of all or substantially all of our property;unless during such period such adjudication, order or appointment of a receiver or trustee shall be vacated;
- the filing by us of a voluntary petition in bankruptcy or the making by us of an assignment for the benefit of creditors; our consenting to the appointment of a receiver or trustee of all or any part of our property; the filing by us of a petition or answer seeking reorganization under the Federal Bankruptcy Laws, or any other applicable law or statute of the United States of America or of any state thereof; or the filing by us of a petition to take advantage of any insolvency act; and
- our failure to perform any other covenant or agreement contained in the indenture or any supplemental indenture or in any bond secured by the indenture for a period of 60 days following the mailing by the trustee to us of a written demand that such failure be cured, such failure not having been cured in the meantime. The trustee may and, if required to do so by the holders of a majority in principal amount of the bonds then outstanding, shall make such demand.

(See Section 9.02.)

Remedies

Acceleration

Upon the occurrence of an event of default, the trustee may, and upon the written request of the holders of a majority in principal amount of the bonds then outstanding shall, by written notice to us, declare the principal amount of all bonds then outstanding under the indenture, together with accrued and unpaid interest thereon, to be immediately due and payable. (See Section 9.05.)

Rescission of Acceleration

If, at any time after the principal of the bonds shall have been declared due and payable and before any sale of the Mortgaged Property shall have been made pursuant to the indenture,

- all interest in arrears on such bonds with interest on overdue installments of interest, to the extent that payment of such interest on interest shall be legally enforceable, at the same rate as was borne by the respective bonds on which installments of interest may be overdue,
- together with reasonable charges and expenses of the trustee, its agents and attorneys, and
- all other sums which may be due under the indenture, except the principal of such bonds as shall not have become due and payable by their terms,

shall either be paid by us to those entitled thereto (or to the trustee for their account) or be collected out of the Mortgaged Property, and all other defaults existing under the indenture known to the trustee shall have been

[Table of Contents](#)

cured or provision deemed by the trustee to be adequate therefor shall have been made, or shall have been waived as provided in the indenture, then and in every such case:

- the holders of the majority in principal amount of the bonds then outstanding, by written notice to us and the trustee, may waive such default and rescind and annul such declaration and its consequences, or
- if in declaring the principal due the trustee shall have acted without any request of the bondholders, or upon the request of the holders of less than 25% in principal amount of the bonds outstanding at the time of such request, and if there shall not have been delivered to the trustee and to us written directions to the contrary by the holders of not less than a majority in principal amount of the bonds then outstanding, then such default and its consequences *ipso facto* shall be deemed to be waived, or
- if all such principal and interest which shall have matured otherwise than by such declarations shall have been made good and all other defaults cured or provided for or waived within 30 days after such declaration, then, without regard to any directions by the bondholders, all such defaults and their consequences *ipso facto* shall be deemed to be waived;

and the parties shall be restored to their respective rights and obligations under the indenture as if no default had occurred; but no such waiver of any particular default shall extend to or affect or be deemed a waiver of any other default or impair any right consequent thereon. (See Section 9.05.)

Remedies with Respect to Mortgaged Property

To the extent permitted by law, upon the occurrence of an event of default, the trustee may enter, hold, use, operate, manage and control all or any part of the Mortgaged Property and conduct the business thereof, either personally or through the trustee's agents. Upon every such entry, the trustee, from time to time, either by purchase, repair or construction, may maintain, restore and insure the buildings and structures and property in the same manner and to the same extent as us and may make all necessary and proper repairs, renewals and replacements, improvements, extensions and additions thereto as may seem judicious to the trustee and may deduct such expenses out of the Mortgaged Property. If the trustee enters the Mortgaged Property as aforesaid, the trustee will be entitled to receive the earnings, income, rents, issues and profits from the Mortgaged Property and, after deducting the expenses of conducting the business of and operating the Mortgaged Property and of all such repairs, renewals and replacements, improvements, extensions and additions and all payments for taxes, assessments, insurance and other proper charges upon the Mortgaged Property, or any part thereof, as well as just and reasonable compensation to the trustee and its agents and counsel for their respective services, will apply such money in the following manner:

- if none of the principal of the bonds has become due, to the payment of the interest in default in the order of the maturity of such installments of interest, with interest on the overdue installments, to the extent permitted by applicable law, at the rate or rates per annum respectively borne by the bonds on which such interest shall be in default, ratably to the persons entitled thereto; or
- if the principal of any, but not all, of the bonds issued has become due, first to the payment of the accrued interest on all bonds then outstanding, with interest on the overdue installments thereof, to the extent permitted by applicable law, at the same rates as were borne by the respective bonds on which such interest shall be in default, in the order of the maturity of the installments, and, second, if any surplus remains, to the payment *pro tanto* of the principal of all the bonds then due, such payment to be made ratably to the persons entitled thereto; or
- if the principal of all the bonds shall have become due, by maturity, declaration or otherwise, to the payment of the whole amount then owing and unpaid upon the bonds outstanding for principal and interest, with interest on overdue principal and installments of interest thereon, to the extent permitted by applicable law, at the rates per annum borne by the respective bonds representing such principal; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon

[Table of Contents](#)

such bonds, then to the payment of the principal and interest of such bonds, ratably and without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment thereof.

Any surplus remaining after providing for such payments and for the payment of all installments of interest becoming due in the following six months shall be paid over to us, or whosoever may be entitled to receive the same, or as any court of competent jurisdiction may direct. (See Section 9.04.)

If one or more events of default occurs and continues without remedy for the designated period, the trustee may, in every such case, sell the Mortgaged Property or take appropriate judicial proceedings for the protection and enforcement of its rights and the rights of the bondholders. (See Section 9.06.) In the case of the sale of the Mortgaged Property, whether made under the power of sale granted in the indenture or pursuant to judicial proceedings, the principal of all outstanding bonds, if not previously due, shall immediately become due and payable. (See Section 9.14.) The proceeds of any sale of the Mortgaged Property made under the power of sale given by the indenture or pursuant to judicial proceedings, together with any other amounts held by the trustee as part of the Mortgaged Property or proceeds thereof (except such part as may be held in trust for payment of bonds already called for redemption or previously matured and matured interest as provided in the indenture), shall be applied as follows:

- first, to the payment of the costs and expenses of such sale, including reasonable compensation to the trustee and its agents and counsel, and of any judicial proceedings, and of all expenses, liabilities and advances made or incurred by the trustee without negligence or bad faith, with interest on such expenses and advances, and to the payment of all taxes, assessments or liens superior to the lien of the indenture;
- second, to the payment of the whole amount then owing and unpaid upon the bonds outstanding for principal and interest, with interest on overdue principal and installments of interest thereon, to the extent permitted by applicable law, at the rates per annum borne by the respective bonds representing such principal; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such bonds, then to the payment of the principal and interest of such bonds, ratably and without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment thereof; and
- third, any surplus shall be paid to us.

(See Section 9.15.)

In the case of a default in the payment of the principal of any bond that has become due and payable or the payment of interest on any bond for a period of 30 days after such interest has become due and payable, the trustee may recover a judgment, in its own name and as trustee of an express trust, against us for the whole amount of such principal and interest that remains unpaid, together with interest on such unpaid principal and interest to the extent permitted by applicable law. The trustee may file proof of such claim and any other papers or documents as may be necessary or advisable in order to have such claims allowed in judicial proceedings relative to us or our creditors or our property. Any monies collected by the trustee pursuant to any such judgment shall be applied as follows:

- first, to the payment of the costs and expenses of the proceedings resulting in the collection of such monies, including reasonable compensation to the trustee and its agents and counsel, and of all expenses, liabilities and advances made or incurred without negligence or bad faith by the trustee under the indenture, or in executing any trust or power thereunder, with interest on such expenses and advances; and
- second, to the payment of the amounts then due and unpaid upon the bonds and/or for interest in respect whereof such monies shall have been collected, ratably and without any preference or priority

Table of Contents

of any kind (subject to the provisions of Section 9.01 of the indenture described below), according to the amounts due and payable upon such bonds and/or for interest respectively, to the date fixed by the trustee for the distribution of such monies, upon presentation of the bonds and stamping such payment thereon, if partly paid, and upon surrender and cancellation thereof, if fully paid.

(See Section 9.17.)

The indenture provides that neither (a) any claim for interest on any bond which has been extended in contravention of the provisions of the indenture nor (b) any claim for interest on any bond which at or after maturity has been transferred or pledged separate from such bond, unless accompanied by such bond, shall be entitled, upon any event of default, to any benefit under the indenture, except after the prior payment in full of the principal of all bonds and interest thereon not so extended, transferred or pledged. (See Section 9.01.)

Notice Regarding Remedies with Respect to Mortgaged Property

Any foreclosure on the Mortgaged Property by the trustee may be limited by applicable law. With respect to Mortgaged Property located in California, Section 726 of the California Code of Civil Procedure provides that any action to recover on a debt or enforce any right secured by a mortgage on real property or an estate for years therein must comply with the provisions of that section, which provisions relate to and specify the procedures for the sale of encumbered property or an estate for years therein, the application of proceeds, the rendition in certain cases of a deficiency judgment, and other related matters. Judicial decisions interpreting Section 726 have formulated principles requiring that only one action may be brought to enforce an obligation secured by a lien on California real property, that all security for the obligation must be included in one foreclosure action, and that the creditor must exhaust all of its security before a personal judgment or other recovery may be obtained against the debtor for a deficiency. We advise you that failure to comply with Section 726 as it has been interpreted may result in the extinguishment of the liens on the Mortgaged Property and the loss of your right to a deficiency judgment.

Control by Holders; Limitations

The holders of a majority in principal amount of the bonds then outstanding have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power given to the trustee. The trustee may and, upon the written request of the holders of a majority in principal amount of the bonds then outstanding (including, if more than one series of bonds is outstanding, the holders of a majority in principal amount of the bonds of each such series), shall waive any default under the indenture and its consequences, other than a payment default. (See Sections 9.22 and 9.28.)

In addition, the indenture provides that no holder of bonds will have any right to institute any suit, action or proceeding, at law or in equity, for the foreclosure of the indenture, the execution of any trust with respect to the indenture, the appointment of a receiver, or for any other remedy under the indenture unless:

- the holder previously has given the trustee written notice of a continuing event of default;
- the holders of a majority in principal amount of the bonds then outstanding have made written request to the trustee and afforded the trustee a reasonable opportunity to exercise its powers under the indenture or institute the action, suit or proceeding in its own name;
- the trustee has been offered reasonable security and indemnity against costs and liabilities to be incurred to comply with the request; and
- the trustee has refused or failed to comply with the request within a reasonable time or to take other appropriate action for the enforcement of the indenture.

(See Section 9.20.)

[Table of Contents](#)

No holder will be entitled to take any action to affect, disturb or prejudice the lien of the indenture, or to enforce any right under the indenture, except in the manner specified in the indenture, and actions must be instituted and maintained only in the manner provided by the indenture and for the equal benefit of all holders of outstanding bonds. Notwithstanding the foregoing, the right of any holder of any bond to receive payment of the principal of and interest on such bond when due, and to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such holder, except that no bondholder may institute any such suit if and to the extent it would result in the surrender, impairment, waiver or loss of the lien of the indenture upon any of the Mortgaged Property. (See Sections 9.20 and 9.21.)

Notice of Default

The trustee is required to give the bondholders notice of any default under the indenture known to the trustee, unless the default has been cured, within 90 days after the occurrence of the default; *provided*, that except in the case of default in the payment of principal of or interest on any bonds, or in the payment of any maintenance and sinking fund installment or of any sinking fund or purchase fund installment, the trustee may withhold notice of default if and so long as its board of directors, its executive committee or a trust committee of directors and/or responsible officers of the trustee in good faith determine that the withholding of notice is in the interest of the bondholders. (See Section 9.03.) As used in this paragraph, the term “default” means any event of default, not including any grace period provided for in such event of default.

Modification of the Indenture

The indenture may be modified by us and the trustee with the consent of the holders of at least 66 ²/₃% in principal amount of the bonds then outstanding, and, in case one or more but less than all series of bonds then outstanding are affected by the modification, by the consent of the holders of at least 66 ²/₃% in principal amount of the bonds of such series affected; provided that the right of any holder to receive payment of principal and interest when due or to institute suit for the enforcement of such payment may not be impaired or affected without the consent of such holder (except that no bondholder may institute any such suit if and to the extent it would result in the surrender, impairment, waiver or loss of the lien of the indenture upon any of the Mortgaged Property), and no such modification shall reduce the proportion of bondholders’ consents required for any such modification. (See Sections 9.21 and 16.05.)

We may, without the consent of any bondholders, and at our request the trustee shall, enter into supplemental indentures amending the indenture to, among other things:

- correct the description of any mortgaged property, or to assign, convey, mortgage, pledge, transfer and set over to the trustee (subject to such liens or other encumbrances as shall be described in such supplement indenture) additional property as security for the bonds;
- evidence the succession of another corporation to us under the indenture;
- provide for the control and the terms and conditions thereof, of all shares of stock, bonds and other securities at any time pledged or deposited with the trustee;
- provide for the appointment of a co-trustee or co-trustees, or a separate trustee or trustees, and define its or their respective powers and duties;
- cure any ambiguity or defective provision contained in the indenture or any supplemental indenture;
- modify or alter, to the extent permitted under the indenture or any supplemental indenture, the rights and obligations of us and holders of the bonds; *provided* that such supplemental indenture shall be specifically referred to in the text of all the bonds of any series established after the execution of such supplemental indenture;
- close the indenture, restrict the issue of additional bonds thereunder or limit the authorized amount and the issue or purpose of issue of bonds under the indenture; or
- for any other purpose not inconsistent with the terms of the indenture.

[Table of Contents](#)

Any such supplemental indenture shall comply with the Trust Indenture Act of 1939, as amended, and shall be binding upon the holders of all bonds, as fully as though the provisions of such supplemental indenture were a part of the indenture. (See Sections 16.01 and 16.03.)

Defeasance, Cancellation and Discharge

The lien on our property securing the bonds will be cancelled and discharged when the principal of and interest on all then outstanding bonds has been paid or when we deposit with the trustee sufficient funds to pay the principal of and interest on all then outstanding bonds, and when all other sums due and payable by us under the indenture have been paid or satisfactorily provided for, including the compensation and expenses of the trustee, and we request that the Mortgaged Property revert to us and that the lien be cancelled and discharged. Unless we request cancellation and discharge, the lien created by the indenture will not be cancelled and discharged, but shall remain in place for the issuance of future bonds pursuant to the terms of the indenture. (See Sections 11.01 and 11.02.)

Release Provisions

Unless an event of default has occurred and is continuing, we may, free from the lien of the indenture and at any time and from time to time, without any release by the trustee, sell, exchange or dispose of worn out, unserviceable, undesirable or unnecessary machinery or equipment, provided we replace the machinery and equipment with other machinery and equipment of equivalent or greater value. (See Section 10.02.) Unless an event of default has occurred and is continuing, we may also at any time and from time to time, without any release by the trustee:

- cancel, modify or dispose of our rights of way (including easements and licenses), leases or contracts; provided, that no right of way for transmission lines connecting our properties shall be surrendered or disposed of without a release by the trustee unless we own or acquire other rights of way for the same portion of such transmission line or a substituted transmission line or unless the property served by such transmission line has been abandoned or released from the lien of the indenture;
- surrender or allow the modification of any franchises (including any ordinances, indeterminate permits or other operating rights), so long as we may still conduct the same or an extended business in substantially the same or an extended territory for the same or a longer time;
- abandon the operation of any of our properties and surrender any franchises (including any ordinances, indeterminate permits or other operating rights), if the operation of such property or franchise is not necessary or important for the operation of our other systems and plants or where such abandonment or surrender is deemed, for any reason, to be advisable, subject under certain circumstances to specified conditions;
- enjoy and receive the benefits of all our contracts and, in the usual course of our business, modify, extend or cancel such contracts, except as otherwise provided in the two immediately preceding bullet points;
- produce, mine, use for our own purposes, sell and/or otherwise dispose of, free from the lien of the indenture, gas, oil, coal or other minerals, if any, lying or being within or under any real property which is part of the Mortgaged Property; and/or
- dispose of, free from the lien of the indenture, in the ordinary course of business, fuel, repair parts, repair material, operating supplies and commodities that comprise stock or merchandise kept for sale, manufactured commodities, gas and other personal property manufactured or acquired for sale in the ordinary course of business.

(See Section 10.03.)

Table of Contents

The indenture also contains provisions for the release of property by the trustee (i) upon a sale or other disposition of such property provided that no event of default has occurred and is continuing, that we receive consideration at least equal to the fair value of the property, that the release is advantageous in the conduct of the business and will not impair the security of the Mortgaged Property under the indenture in contravention of the provisions thereof, and that we deposit cash with the trustee, as part of the Mortgaged Property, in an amount at least equal to the fair value of the property released (provided that the amount of cash deposited shall be reduced by, among other things, any purchase money mortgages on the property to be released that are deposited with the trustee and by any interest-bearing obligations issued by any municipal corporation or other governmental subdivision that are deposited with the trustee; and provided, further, that the cash so deposited may also be reduced by the amount of cash which we could at the time withdraw from the Mortgaged Property on the basis of Property Additions or Refundable Bonds) and (ii) for property taken by eminent domain, provided that the proceeds of any taking by eminent domain are deposited with the trustee. (See Sections 10.04 and 10.05.)

As described above under “—Renewal Fund,” we may also withdraw cash that is part of the Mortgaged Property, subject to specified conditions, in an amount equal to the lesser of the cost or fair value of specified Property Additions purchased, constructed or otherwise acquired by us, or in an amount equal to the amount of Refundable Bonds made the basis for withdrawal, or cause cash that is part of the Mortgaged Property to be used to purchase or redeem outstanding bonds, subject to specified conditions. (See Sections 10.08, 10.09 and 10.11.) In addition, any cash in excess of \$100,000 held by the trustee as part of the Mortgaged Property for more than three years after deposit shall be applied by the trustee to the purchase or redemption of outstanding bonds. (See Section 10.11.)

Monies deposited with the trustee upon the release or condemnation of Non-Bondable Property or insurance proceeds deposited with the trustee on account of loss of or damage to Non-Bondable Property shall, at our request, be paid to us in an amount equal to the lesser of the cost or fair value of other Non-Bondable Property purchased, constructed or otherwise acquired by us, subject to specified conditions. (See Section 10.10.)

However, unless the Mortgaged Property is in the possession of a receiver, trustee in bankruptcy or assignee for the benefit of creditors, no cash held as part of the Mortgaged Property shall be paid to us or applied to the purchase or redemption of bonds pursuant to specified sections of the indenture if we are, to the knowledge of the trustee, in default under the indenture or if an event of default has occurred and is continuing. (See Section 10.14.)

Evidence of Compliance

The indenture provides that we will furnish to the trustee officers’ certificates, and, in certain cases, engineer’s certificates or independent engineer’s certificates and independent public accountant’s certificates in connection with the authentication of any bonds, the release or release and substitution of certain property and certain other matters, and opinions of counsel as to the lien of the indenture and certain other matters. (See Sections 4.03, 4.04, 4.07, 8.03, 10.03, 10.04, 10.08 and 10.11.)

Concerning the Trustee

The trustee may resign at any time by giving us written notice and by publishing notice in a required newspaper. The resignation will be effective either on the date specified in the notice or on the date of appointment of a successor trustee. The holders of a majority in principal amount of the bonds then outstanding may remove the trustee by signing, acknowledging and filing with the trustee a written instrument or concurrent written instruments. We may appoint a successor trustee unless and until a successor trustee is appointed by the holders of a majority in principal amount of the bonds then outstanding. (See Sections 14.16, 14.17 and 14.18.)

[Table of Contents](#)

No Liability for Stockholders, Directors and Officers

None of our present, past or future stockholders, directors or officers will be liable for any payments of principal of or interest on the bonds, or for any claim based on any payment of principal or interest, or on the indenture or any supplemental indenture. (See Article XII.)

Governing Law

Each supplemental indenture establishing the terms of a series of bonds shall provide that such bonds, such supplemental indenture and the indenture will be governed by and construed in accordance with the laws of the State of California, without regard (to the extent permitted by applicable law) to conflicts of laws principles thereof.

Defined Terms

Set forth below are certain defined terms used in the indenture and in this description. Reference is made to the indenture for complete definitions of all such terms, as well as any other capitalized terms used in this prospectus for which no definition is provided. (See granting clauses and Article I.)

“Bondable Property” means all property owned by us on December 31, 1954, of the same nature as property defined in the indenture as Property Additions, and all Property Additions purchased, constructed, or otherwise acquired by us on or after January 1, 1955.

“Excepted Property” means all of the following property, whether owned on the date of the original indenture or thereafter acquired by us, all of which shall be excepted and excluded from the Mortgaged Property and the lien of the indenture (as used below in this definition, references to “now” mean October 1, 1940, the date of the original indenture, and references to “hereafter” mean after such date):

- (a) All bills, notes and accounts receivable, cash on hand or in bank, contracts and operating agreements, other than those subjected to the lien of the indenture pursuant to a specified provision thereof, choses in action, and our interest in existing leases in which we are now the lessor and in leases hereafter made of portions of the Mortgaged Property in which we are the lessor;
- (b) Gas, manufactured commodities and other personal property manufactured or acquired for sale in the ordinary course of business; commodities and appliances constituting the whole or any part of stock or merchandise kept for sale; and fuel, repair parts, repair material and operating supplies;
- (c) All motor vehicles and tools therefor;
- (d) Gas, coal, oil or other minerals (when produced or severed);
- (e) Bonds, notes, conditional sales contracts and other evidences of indebtedness, and shares of stock, and other certificates of interest, other than those which may be actually delivered to the trustee pursuant to the indenture;
- (f) Any gas and/or oil acreage, gas and/or oil wells, gas and/or oil reserves, or gas and/or oil leaseholds hereafter acquired by us, or any property or equipment now or hereafter owned by us and used for the development of gas and/or oil acreage or for the drilling for or production of gas and/or oil from such acreage; and
- (g) Certain real property as described in the indenture.

“Gross Property Additions” means, as applied to any particular period, all of the Property Additions purchased, constructed or otherwise acquired by us during such period, including Property Additions purchased, constructed or otherwise acquired during such period, but retired during such period.

Table of Contents

“*Mortgaged Property*” means as of any particular time the property which at said time is covered or intended to be covered by the lien of the indenture; provided that moneys held by the trustee in trust for the payment, at maturity or on a date fixed for redemption, of specific bonds shall not be deemed to be a part of the Mortgaged Property.

“*Net Bondable Value of Property Additions*” means, at any particular time, the aggregate of the cost to us or, as to such Property Additions which have not been retired, the fair value to us, if the fair value is less than cost, of all Gross Property Additions purchased, constructed or otherwise acquired by us, after deducting therefrom the amounts specified in the following paragraphs (1), (2) and (3) and the greater of the amounts specified in the following paragraphs (A) or (B) after each of the amounts specified in said paragraphs (A) and (B) has been reduced by the amount of all credits taken on the basis of cash and bonds delivered to the trustee:

- (1) the aggregate of:
 - (i) the amount of all cash previously deposited with the trustee which shall have been withdrawn, pursuant to the indenture, on the basis of Property Additions;
 - (ii) the amount by which cash, provided to be deposited with the trustee pursuant to any provision of the indenture, has been reduced pursuant to certain specified provisions of the indenture on the basis of Property Additions;
 - (iii) the amount of all credits taken pursuant to a specified provision of the indenture on the basis of Property Additions; and
 - (iv) the amount by which all credits taken pursuant to a specified provision of the indenture on the basis of Property Additions shall exceed whichever is the greater of the amounts specified in paragraphs (A) or (B) of this definition;
- (2) 150% of the amount of all cash deposited as a basis for issuing additional bonds which is withdrawn pursuant to a specified provision of the indenture;
- (3) 150% of the aggregate principal amount of additional bonds previously authenticated and delivered pursuant to a specified provision of the indenture upon the basis of Property Additions; and
- (A) the sum of all appropriations of earnings for depreciation of Bondable Property made on or after January 1, 1955; or
- (B) the aggregate of:
 - (i) the bonded cost of all Bondable Property previously (but on or after January 1, 1955) retired, excepting property to an amount not exceeding \$5,000,000 owned by us on October 1, 1940, and built for the manufacture of gas from oil, and excepting property mentioned in paragraph (ii) next following;
 - (ii) the excess, if any, of the bonded cost of all Bondable Property
 - (a) previously (but on or after January 1, 1955) released from the lien of the indenture pursuant to a specified provision thereof, over the fair value thereof to us at the time of its release, as stated in an engineer’s certificate filed with the trustee or, if an independent engineer’s certificate is filed, then as stated in such independent engineer’s certificate,
 - (b) previously (but on or after January 1, 1955) taken by exercise of a power of eminent domain, over the proceeds thereof paid to the trustee, and
 - (c) in respect of which cash proceeds from insurance on the Mortgaged Property have previously (but on or after January 1, 1955) been paid to the trustee, over the cash so paid to the trustee in respect thereof.

“*Net Earnings of the Corporation Available for Interest*” means our net earnings ascertained as follows:

- (a) Our total operating revenues and the net non-operating revenues of our properties shall be ascertained by us.

Table of Contents

- (b) From the total, determined as provided in subdivision (a), there shall be deducted (1) all operating expenses, including cost of gas purchased, all salaries, rentals, insurance, license and franchise fees, expenditures for ordinary repairs and maintenance, provision for uncollectible accounts, taxes (other than income and excess or other profits taxes which are imposed on or measured by income after the deduction of interest charges), but excluding all depreciation, depletion or property retirement appropriations, all interest charges, and amortization of debt discount and expense or premium, and (2) net non-operating losses of the properties of ours, if any.
- (c) The balance remaining after the deduction of the total amount computed pursuant to subdivision (b) from the total amount computed pursuant to subdivision (a) shall constitute the "Net Earnings of the Corporation Available for Interest," subject to subdivisions (d), (e), (f), (g) and (h) below.
- (d) If the net non-operating revenues to be included in the foregoing calculation would exceed 5% of the net operating revenues so to be included, there shall be included in the foregoing calculation with respect to net non-operating revenues only an amount equal to 5% of such net operating revenues.
- (e) No income received or accrued by us from securities and no profits or losses from the sale, abandonment, reclassification or revaluation of capital assets shall be included in making such computations.
- (f) In case we shall have acquired any Property Additions or shall have been consolidated or merged with any other corporation, or shall have acquired all or substantially all of the assets of another corporation, within or after the particular period for which the calculation of Net Earnings of the Corporation Available for Interest is made, then, in computing the Net Earnings of the Corporation Available for Interest there shall be included, to the extent they may not have been otherwise included, the net earnings or net losses of such Property Additions or of such other corporation, as the case may be, for the whole of such period. The net earnings of such Property Additions, or of such other corporation, for the period preceding such acquisition or such consolidation or merger, shall be ascertained and computed as provided above in this definition as if such Property Additions or the assets of such other corporation, as the case may be, had been owned by us during the whole of such period, or as if such other corporation had been consolidated or merged with us prior to the first day of such period.
- (g) In case we shall have obtained the release of property, pursuant to a specified provision of the indenture, of an aggregate fair value in excess of \$1,000,000, as shown by an engineer's certificate, or shall have obtained the release of property the aggregate proceeds of which shall have exceeded \$1,000,000, within or after the particular period for which the calculation of Net Earnings of the Corporation Available for Interest is made, then, in computing the Net Earnings of the Corporation Available for Interest, the net earnings or net losses of such property for the whole of such period shall be excluded to the extent possible on the basis of actual earnings and expenses of such property or on the basis of such estimates of the earnings and expenses of such property as the signers of an officers' certificate filed with the trustee shall deem proper.
- (h) The Net Earnings of the Corporation Available for Interest, whether of us or of some other corporation or of property, shall be determined in accordance with principles of sound accounting practice.

"*Net Investment in Mortgaged Property*" means as of any particular time the total cost of the Mortgaged Property less the then related reserves for depreciation, depletion and amortization or other reserves for retirement of such property; all determined in compliance with the Uniform System of Accounts for Gas Corporations prescribed by the Public Utilities Commission of the State of California, effective January 1, 1949, or in compliance with such system of accounts as said Commission or other similar regulatory body may from time to time prescribe, or to the extent that any such system is not so prescribed or is not applicable, then in accordance with sound accounting practice.

"*Non-Bondable Property*" means any property (other than Bondable Property) owned by us on December 31, 1954, or purchased, constructed, or otherwise acquired by us after that date.

Table of Contents

“*Permissible Encumbrances*” means:

- (a) the lien of taxes and assessments not at the time due;
- (b) the lien of taxes for the then current year;
- (c) the lien of specified taxes and assessments already due but the validity of which is being contested at the time by us in good faith, unless thereby in the opinion of counsel any of the Mortgaged Property may be lost or forfeited;
- (d) undetermined liens and charges incidental to construction;
- (e) the right reserved to, or vested in, any municipality or public authority by the terms of any right, power, franchise, grant, license, permit or by any provision of law, to purchase or recapture or to designate a purchaser of, any of the Mortgaged Property;
- (f) liens upon rights-of-way for transmission or distribution line purposes, *provided* that we have, in the opinion of counsel, power under eminent domain or similar statutes to condemn or acquire easements or rights-of-way sufficient for its purposes over the land covered by the easements or rights-of-way in question or other lands adjacent thereto;
- (g) easements or similar encumbrances the existence of which in the opinion of the signers of an engineer’s certificate filed at the particular time, does not impair the use of the property described in such certificate for the purposes for which it was acquired or is then used; and
- (h) possible adverse rights or interests which, in the opinion of counsel, are unimportant and may properly be disregarded.

“*Property Additions*” means, subject to certain exceptions pursuant to the terms of the indenture, any new or additional property, real or personal (including separate systems), and improvements, extensions, or additions (including in these terms equipment and appliances installed as part of our fixed property) to or about our plants, systems or properties, purchased, constructed, or otherwise acquired by us on or after January 1, 1955, and in every case properly chargeable to fixed property accounts, and used or useful for the business of purchasing, manufacturing, transporting, transmitting, distributing or supplying natural, manufactured or mixed gas and/or electricity for heat, fuel, light, power, refrigeration or other purposes and may include, subject to the foregoing, property acquired by us as a result of any consolidation or merger to which we are a party; permanent improvements, extensions or additions to our properties in the process of construction or partially completed, in so far as actually constructed or completed; property purchased, constructed, or otherwise acquired to replace property retired; and rights of way, easements. property installed by us upon any such right of way or easement and improvements that are held by us, subject to the lien of the indenture and in or upon any public highway. The term “*Property Additions*” shall not include, among other things, goodwill; leases, operating agreements, contracts or franchises or governmental permits; shares of stock, evidences of indebtedness or any other securities; gas and/or oil acreage, wells, reserves, leaseholds or related property or equipment; merchandise acquired for resale; materials or supplies to be used for fixed capital purposes or in our operations; motor vehicles; or property subject to any liens other than *Permissible Encumbrances*.

“*Refundable Bonds*” means, at any particular time, all bonds which have been previously authenticated and delivered under the provisions of the indenture and issued by us and bonds, not issued by us, which have been established as refundable pursuant to the indenture; *provided* that such bonds, whether authenticated under the indenture or established as refundable, shall have been previously paid at maturity or redeemed or purchased (otherwise than out of funds included in the Mortgaged Property) and surrendered to the trustee, either canceled or uncanceled, or otherwise surrendered to the trustee, subject to certain exceptions provided in the indenture, and which shall not previously have been made the basis for the authentication and delivery of additional bonds or the withdrawal of cash under the indenture or the reduction of the amount of cash to be deposited under the indenture or paid or redeemed or purchased pursuant to, or used to reduce the amount of cash to be deposited pursuant to, or otherwise retired through the operation of, or used in compliance with the requirements of, the

[Table of Contents](#)

provisions of the maintenance and sinking fund established by the indenture or of any sinking fund, amortization fund, or analogous fund established by any supplemental indenture, which does not permit the authentication of additional bonds upon the basis of bonds so paid, redeemed, purchased, retired or used. Bonds and coupons for the payment or redemption of which moneys shall have been deposited (whether at or prior to maturity or the redemption date of such bonds) with the trustee if such bonds were issued under the indenture, or with the trustee of the other indenture under which such bonds were issued, shall be deemed to have been paid within the meaning of this definition; *provided, however*, that if such bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall be given as provided in the indenture or pursuant to the redemption provisions of such other indenture, as the case may be, or provisions satisfactory to the trustee shall have been made for such publication.

DESCRIPTION OF PREFERRED STOCK

Unless indicated differently in a prospectus supplement or a free writing prospectus, the following is a general description of some of the terms and provisions of the series preferred stock, without par value (the “series preferred stock”), that we may offer and sell by this prospectus and also describes certain general terms of our preferred stock, series A preferred stock and preference stock (as those terms are defined below) authorized by our restated articles of incorporation. In this section, references to “we,” “our” and “us” mean, unless otherwise expressly stated or the context otherwise requires, Southern California Gas Company excluding its consolidated entities (if any).

The preferred stock will be governed by our restated articles of incorporation and applicable California law. Our restated articles of incorporation give us broad authority to set the particular terms of each series of preferred stock. The particular terms of a series of preferred stock will be described in the accompanying prospectus supplement, or a free writing prospectus, relating to such series of preferred stock.

Our restated articles of incorporation contain the full legal text of the matters described in this section. The following description of certain provisions of our restated articles of incorporation is not complete and is qualified in its entirety by reference to all the provisions of our restated articles of incorporation and the applicable certificate of determination of preferences establishing the terms of each series of preferred stock we may offer, copies of which have been or will be filed or incorporated by reference as exhibits to the registration statement of which this prospectus is a part or to a document incorporated by reference in this prospectus and which may be obtained as described under “Where You Can Find More Information; Incorporation by Reference.” Whenever we refer to particular sections or defined terms of our restated articles of incorporation or any applicable certificate of determination of preferences in this prospectus or a prospectus supplement or free writing prospectus, those sections or defined terms are incorporated by reference in this prospectus or the applicable prospectus supplement or free writing prospectus. This description also is subject to and qualified by reference to the description of the particular terms of a particular series of series preferred stock described in the applicable prospectus supplement or free writing prospectus.

General

We are currently authorized to issue (i) 100,000,000 shares of common stock, without par value, of which 91,300,000 shares were outstanding as of December 31, 2022, (ii) 160,000 shares of preferred stock, par value \$25 per share (the “preferred stock”), of which 79,011 shares were outstanding as of December 31, 2022, (iii) 840,000 shares of preferred stock, series A, par value \$25 per share (the “series A preferred stock”), of which 783,032 shares were outstanding as of December 31, 2022, (iv) 5,000,000 shares of series preferred stock, without par value, none of which is outstanding, and (v) 5,000,000 shares of preference stock, without par value (the “preference stock”), none of which is outstanding.

We may in the future amend our restated articles of incorporation to increase the authorized number of shares of our authorized common stock, preferred stock, series A preferred stock, series preferred stock or preference stock, or to authorize shares of one or more additional classes of stock. Any such amendment would require approval by our board of directors and approval by our shareholders. Subject to the maximum number of shares authorized by our restated articles of incorporation, our board of directors, without approval of our shareholders, (a) may authorize the issuance of one or more series of series preferred stock and one or more series of preference stock and, within the limitations and restrictions stated in our restated articles of incorporation, may fix or alter, from time to time, the rights, preferences, privileges and restrictions granted to or upon and the number of shares of each such series while wholly unissued and increase or decrease the number of shares of any such series subsequent to the time of issue, but not below the number of shares of such series then outstanding, in each case in accordance with our restated articles of incorporation, and (b) may authorize the issuance of shares of preferred stock and series A preferred stock which will have the rights, preferences, privileges and restrictions set forth in our restated articles of incorporation.

[Table of Contents](#)

In this section we refer to the preferred stock, series A preferred stock and series preferred stock currently authorized by our restated articles of incorporation as the “currently authorized preferred stock,” and we refer to the preference stock currently authorized by our restated articles of incorporation as the “currently authorized preference stock.”

Series Preferred Stock and Preference Stock

Our series preferred stock and preference stock is issuable in series. Before the issuance of shares of any series of series preferred stock or preference stock, our board of directors is required to adopt resolutions and file a certificate of determination of preferences with the Secretary of State of the State of California. The certificate of determination of preferences fixes the designation and number of shares of the series and their rights, preferences, privileges and restrictions, which may include, among other things, the following:

- the title and stated value;
- voting rights, if any, in addition to those described below under “—Additional Terms Applicable to Currently Authorized Preferred Stock and Currently Authorized Preference Stock—General Voting Rights;”
- any rights and terms of redemption, including sinking fund provisions;
- the dividend rate(s), period(s) and/or payment date(s) or method(s) of calculation, as applicable;
- the amount per share payable in the event of our liquidation or dissolution;
- any limitations on issuance of any class or series ranking senior or on a parity as to dividend rights and rights upon our liquidation or dissolution; and
- any other specific terms, preferences, rights, limitations or restrictions.

Our currently authorized preferred stock and currently authorized preference stock, including any shares of series preferred stock that we may issue as contemplated by this prospectus and any shares of our preferred stock, series A preferred stock or preference stock that we may issue in the future, is subject to the terms and conditions set forth below under the caption “—Additional Terms Applicable to Currently Authorized Preferred Stock and Currently Authorized Preference Stock.”

In addition to the terms listed above, we will set forth in a prospectus supplement or free writing prospectus the following terms relating to the series of series preferred stock being offered:

- the number of shares being offered and the offering price per share;
- the procedures for any auction and remarketing, if any;
- any listing of the series preferred stock on any securities exchange; and
- a discussion of any applicable material United States federal income tax considerations.

Preferred Stock and Series A Preferred Stock

Our preferred stock and series A preferred stock is not issuable in series. Our board of directors, without approval of our shareholders, may authorize the issuance of shares of preferred stock and series A preferred stock from time to time but will not be entitled to determine the rights, preferences, privileges and restrictions applicable to those shares; instead, those shares will have the rights, preferences, privileges and restrictions set forth in our restated articles of incorporation, some of which are described below, and as may be provided by applicable law.

Additional Terms Applicable to Currently Authorized Preferred Stock and Currently Authorized Preference Stock

Except as otherwise set forth below, the following provisions are applicable to all shares of our currently authorized preferred stock and currently authorized preference stock, including currently outstanding shares and the shares of any series of our series preferred stock that we may issue as contemplated by this prospectus and any shares of our preferred stock, series A preferred stock or preference stock that we may issue in the future.

Ranking

All shares of our currently authorized preferred stock rank on parity with each other in right of payment with respect to the payment of dividends and with respect to distributions in the event of our liquidation or dissolution. All shares of our currently authorized preferred stock rank senior in right of payment to our currently authorized preference stock, and all shares of currently authorized preferred stock and currently authorized preference stock rank senior in right of payment to our common stock, in each case with respect to the payment of dividends and with respect to distributions in the event of our liquidation or dissolution.

Dividend Rights

The holders of our currently authorized preferred stock are entitled, without preference as between any classes or series of our currently authorized preferred stock, to receive, if, when and as declared by our board of directors, out of any legally available funds, dividends at the respective rates established for such classes and series before any dividends are declared and set apart for payment or paid on our currently authorized preference stock or our common stock. Dividends on the preferred stock and series A preferred stock are payable at the annual rate of 6% of the \$25 par value thereof. Dividends on each series of series preferred stock will be payable at the rate established by our board of directors in the resolutions establishing such series. The dividends on our currently authorized preferred stock are cumulative, so that if, for any period, the full amount of dividends shall not be declared and set apart for payment or paid on all outstanding shares of our currently authorized preferred stock, the deficiency shall be payable subsequently before any dividend shall be declared and set apart for payment or paid upon our currently authorized preference stock or our common stock.

The holders of our currently authorized preference stock are entitled, without preference as between any series of our currently authorized preference stock, to receive, if, when and as declared by our board of directors, out of any legally available funds, dividends at the respective rate established for such series, before any dividends are declared and set apart for payment or paid on our common stock. Dividends on each series of our currently authorized preference stock will be payable at the rate established by our board of directors in the resolutions authorizing such series. The dividends on our currently authorized preference stock are cumulative, so that if, for any period, the full amount of dividends shall not be declared and set apart for payment or paid on all outstanding shares of our currently authorized preference stock, the deficiency shall be payable subsequently before any dividend shall be declared and set apart for payment or paid upon our common stock.

Whenever all cumulative dividends on our currently authorized preferred stock and our currently authorized preference stock have been declared and set apart for payment or paid, our board of directors may declare dividends on our common stock payable out of remaining funds legally available for dividends.

Liquidation Rights

In the event of our liquidation or dissolution, the holders of our currently authorized preferred stock would be entitled, without preference as between any classes or series of our currently authorized preferred stock, to receive out of our assets available for distribution to shareholders and after payment of or provision for our debts and other liabilities, the respective liquidation preferences established for such classes and series and accrued and unpaid dividends thereon before any distribution of assets is made to the holders of our currently authorized

[Table of Contents](#)

preference stock or our common stock. The liquidation preference of our preferred stock and series A preferred stock is \$25.00 per share. The liquidation preference per share of each series of our series preferred stock will be established by our board of directors in the resolutions establishing such series. After payment of or provision for our debts and other liabilities and payment in full of the respective amounts to which the holders of our currently authorized preferred stock are entitled in the event of our liquidation or dissolution, the holders of our currently authorized preference stock would be entitled, without preference as between any series of our currently authorized preference stock, to receive out of our assets available for distribution to shareholders, the respective liquidation preferences established for such series and accrued and unpaid dividends thereon before any distribution of assets is made to the holders of our common stock. The liquidation preference per share for each series of our currently authorized preference stock will be established by our board of directors in the resolutions establishing such series. After payment of or provision for our debts and other liabilities and payment in full of the respective amounts to which the holders of our currently authorized preferred stock and our currently authorized preference stock are entitled in the event of our liquidation or dissolution, the holders of our preferred stock (but not our series A preferred stock or any series of our series preferred stock) and the holders of our common stock would be entitled to receive, pro rata, our remaining assets available for distribution to shareholders.

General Voting Rights

The holders of our currently authorized preferred stock, our currently authorized preference stock and our common stock are entitled to one vote for each share and shall vote together in the election of directors and on all matters presented to shareholders, except those matters for which a vote by class or series is required by applicable law or, in the case of any series of series preferred stock or any series of preference stock, by our board of directors in the resolutions establishing such series.

Preemptive and Subscription Rights, and Non-Assessability

The currently authorized preferred stock and currently authorized preference stock do not have any preemptive or subscription rights, nor are the shares assessable.

Conversion Rights, Redemption and Sinking Fund Provisions

The preferred stock and the series A preferred stock do not contain any conversion rights or sinking fund or redemption provisions. Any series of series preferred stock and any series of preference stock may be convertible, redeemable or have sinking fund provisions, if at all, upon the terms established by our board of directors in the resolutions establishing such series.

GLOBAL SECURITIES

Unless otherwise expressly stated or the context otherwise requires, in this section, references to “we,” “our” and “us” mean Southern California Gas Company excluding its consolidated entities (if any), and references to “offered securities” mean the senior debt securities and the first mortgage bonds.

Book-Entry, Delivery and Form

Unless we indicate differently in any applicable prospectus supplement or free writing prospectus, the offered securities initially will be issued in book-entry form and represented by one or more global senior debt securities or global first mortgage bonds, as applicable, in book-entry form (collectively, “global securities”). The global securities will be deposited with, or on behalf of, DTC, as depository (which we sometimes refer to as the “depository”), and registered in the name of Cede & Co., the nominee of DTC. Unless and until it is exchanged for definitive securities in certificated form registered in the names of persons other than the depository or its nominee (“certificated securities”) under the limited circumstances described below, a global security may not be transferred except as a whole by the depository to its nominee or by the nominee to the depository, or by the depository or its nominee to a successor depository or to a nominee of the successor depository.

DTC has advised us that it is:

- a limited-purpose trust company organized under the New York Banking Law;
- a “banking organization” within the meaning of the New York Banking Law;
- a member of the Federal Reserve System;
- a “clearing corporation” within the meaning of the New York Uniform Commercial Code; and
- a “clearing agency” registered pursuant to the provisions of Section 17A of the Exchange Act.

DTC holds securities that its participants deposit with DTC. DTC also facilitates the settlement among its participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in participants’ accounts, thereby eliminating the need for physical movement of securities certificates. “Direct participants” in DTC include securities brokers and dealers, including underwriters, banks, trust companies, clearing corporations and other organizations. Indirect access to the DTC system is also available to others, which we sometimes refer to as “indirect participants,” that clear transactions through or maintain a custodial relationship with a direct participant either directly or indirectly. The rules applicable to DTC and its participants are on file with the SEC.

Purchases of offered securities under the DTC system must be made by or through direct participants, which will receive a credit for those offered securities on DTC’s records. The ownership interest of the actual purchaser of an offered security, which we sometimes refer to as a “beneficial owner,” is in turn recorded on the direct and indirect participants’ records. Beneficial owners of offered securities will not receive written confirmation from DTC of their purchases. However, beneficial owners are expected to receive written confirmations providing details of their transactions, as well as periodic statements of their holdings, from the direct or indirect participants (collectively, “participants”) through which they purchased offered securities. Transfers of ownership interests in global securities are to be accomplished by entries made on the books of participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their ownership interests in the global securities, except under the limited circumstances described below.

To facilitate subsequent transfers, all global securities deposited by direct participants with DTC will be registered in the name of DTC’s nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of offered securities with DTC and their registration in the name of Cede & Co. or such other nominee will not change the beneficial ownership of the offered securities. DTC has no

[Table of Contents](#)

knowledge of the actual beneficial owners of the offered securities. DTC's records reflect only the identity of the direct participants to whose accounts the securities are credited, which may or may not be the beneficial owners. The participants are responsible for keeping account of their holdings on behalf of their customers.

So long as the securities are in book-entry form, you will receive payments and may transfer offered securities only through the facilities of DTC and its direct and indirect participants.

Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants and by direct participants and indirect participants to beneficial owners will be governed by arrangements among them, subject to any legal requirements in effect from time to time.

Redemption notices will be sent to DTC. If less than all of the global securities of a particular series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each direct participant in the global securities of such series to be redeemed.

In any case where a consent or vote may be required with respect to any offered securities, neither DTC nor Cede & Co. (or such other DTC nominee) will consent or vote with respect to the applicable global securities. Under its usual procedures, DTC will mail an omnibus proxy to us as soon as possible after the record date. The omnibus proxy assigns the consenting or voting rights of Cede & Co. (or other applicable DTC nominee) to those direct participants to whose accounts beneficial interests in such global securities are credited on the record date, identified in a listing attached to the omnibus proxy.

Principal, premium, if any, and interest payments on the global securities will be paid to DTC or its nominee. DTC's practice is to credit direct participants' accounts upon DTC's receipt of funds from us on the payment date in accordance with their respective holdings shown on DTC records. Payments by participants to beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the account of customers in bearer form or registered in "street name." Those payments will be the responsibility of participants and not of DTC or us, subject to any statutory or regulatory requirements in effect from time to time. Payment of the principal of, premium, if any, and interest on the global securities to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is our responsibility, disbursement of payments to direct participants is the responsibility of DTC, and disbursement of payments to the beneficial owners is the responsibility of direct and indirect participants. Except under the limited circumstances described below, purchasers of offered securities will not be entitled to have offered securities registered in their names and will not receive physical delivery of offered securities. Accordingly, each beneficial owner must rely on the procedures of DTC and its participants to exercise any rights under the offered securities and the applicable indenture.

The laws of some jurisdictions may require that some purchasers of offered securities take physical delivery of offered securities in definitive form. Those laws may impair the ability to transfer or pledge beneficial interests in offered securities.

As noted above, beneficial owners of a particular series of offered securities generally will not receive certificates representing their ownership interests in those offered securities. However, if:

- DTC notifies us that it is unwilling or unable to continue as a depository for the global security or securities representing such series of offered securities or if DTC ceases to be a clearing agency registered under the Exchange Act at a time when it is required to be registered and a successor depository is not appointed by us within 90 days of the notification to us or of our becoming aware of DTC's ceasing to be so registered, as the case may be;
- we determine, in our sole discretion, not to have the offered securities of such series represented by one or more global securities of such series; or

[Table of Contents](#)

- an event of default (as defined) under the applicable indenture has occurred and is continuing with respect to the offered securities,

we will prepare and deliver certificated securities of such series in exchange for beneficial interests in the global securities. Any beneficial interest in a global security that is exchangeable under the circumstances described in the preceding sentence will be exchangeable for certificated securities of such series in definitive form registered in the names that DTC directs. It is expected that these directions will be based upon directions received by DTC from its participants with respect to ownership of beneficial interests in the global securities.

Other

The information in this section of this prospectus concerning DTC and its book-entry system has been obtained from sources that we believe to be reliable, but we do not take responsibility for this information. This information has been provided solely as a matter of convenience. The rules and procedures of DTC are solely within the control of DTC and could change at any time. Neither we nor the trustee nor any agent of ours or of the trustee, nor any broker, dealer, underwriter or agent of ours involved in the offer or sale of any offered securities, has any control over DTC and none of us or them takes any responsibility for DTC's activities. You are urged to contact DTC or its participants directly to discuss those matters. In addition, although we expect that DTC will perform the foregoing procedures, DTC is under no obligation to perform or continue to perform such procedures and such procedures may be discontinued at any time. Neither we nor the trustee nor any agent of ours or of the trustee, nor any broker, dealer, underwriter or agent of ours involved in the offer or sale of any offered securities, will have any responsibility for the performance or nonperformance by DTC or its participants of these or any other rules or procedures governing their respective operations.

PLAN OF DISTRIBUTION

We may sell the offered securities from time to time pursuant to underwritten public offerings, negotiated transactions, block trades or a combination of these methods, to or through underwriters or dealers, through agents and/or directly to one or more purchasers. The offered securities may be distributed from time to time in one or more transactions:

- at a fixed price or prices, which may be changed;
- at market prices prevailing at the time of sale;
- at prices related to such prevailing market prices; or
- at negotiated prices.

Each time that we sell offered securities by this prospectus, we will provide a prospectus supplement or supplements that will describe the method of distribution and set forth the terms and conditions of the offering of such securities, including the offering price of the securities and the proceeds to us, if applicable.

Offers to purchase the securities being offered by this prospectus may be solicited directly. Agents may also be designated to solicit offers to purchase the offered securities from time to time. Any agent involved in the offer or sale of offered securities will be identified in a prospectus supplement.

If a dealer is utilized in the sale of the offered securities, the offered securities will be sold to the dealer, as principal. The dealer may then resell the offered securities to the public at varying prices to be determined by the dealer at the time of resale.

If an underwriter or underwriters are utilized in the sale of the offered securities, an underwriting agreement will be executed with the underwriter or underwriters or their representatives at the time of sale and the name of any underwriter or underwriters will be provided in the prospectus supplement that the underwriters will use to make resales of the offered securities to the public. In connection with the sale of the offered securities, we or the purchasers of the offered securities may compensate the underwriters in the form of underwriting discounts or commissions. The underwriters may sell the offered securities to or through dealers, and those dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters or other dealers and/or commissions from the purchasers.

Any compensation paid to underwriters, dealers or agents in connection with the offering of the offered securities, and any discounts, concessions or commissions allowed by underwriters to participating dealers will be provided in the applicable prospectus supplement. Underwriters, dealers and agents participating in the distribution of the offered securities may be deemed to be underwriters within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), and any discounts and commissions received by them and any profit realized by them on resale of the offered securities may be deemed to be underwriting discounts and commissions. We may enter into agreements to indemnify underwriters, dealers and agents against civil liabilities, including liabilities under the Securities Act, or to contribute to payments they may be required to make in respect thereof and to reimburse those persons for certain expenses.

To facilitate the underwritten offering of securities, certain of the underwriters participating in the offering may engage in transactions that stabilize, maintain or otherwise affect the price of the offered securities. This may include over-allotments or short sales of the offered securities, which involve the sale by underwriters participating in the offering of more offered securities than were sold to them. In these circumstances, these underwriters would cover such over-allotments or short positions by making purchases in the open market or by exercising their over-allotment option, if any, to purchase additional offered securities from us. In addition, these underwriters may stabilize or maintain the price of the offered securities by bidding for or purchasing offered securities in the open market or by imposing penalty bids, whereby a particular underwriter is required to repay

[Table of Contents](#)

to the underwriting syndicate a portion of the underwriting discount received by it because the underwriting syndicate purchased the offered securities sold by or for the account of such underwriter in stabilizing or short covering transactions. The effect of these transactions may be to stabilize or maintain the market price of the offered securities at a level above that which might otherwise prevail in the open market. There can be no assurance that the underwriters for any offering will engage in these transactions and, if commenced, these transactions may be discontinued at any time.

The underwriters, dealers and agents may engage in transactions with us and our affiliates, or perform services for us and our affiliates, in the ordinary course of business for which they receive compensation.

Unless we indicate differently in a prospectus supplement, we will not list the offered securities on any securities exchange and the offered securities will be a new issue of securities with no established trading market. Any underwriters that purchase offered securities for public offering and sale may make a market in such offered securities, but such underwriters will not be obligated to do so and may discontinue any market making at any time without notice. We make no assurance as to the liquidity of or the trading markets for any offered securities.

LEGAL MATTERS

Latham & Watkins LLP will pass upon certain legal matters relating to the issuance and sale of the securities offered hereby on our behalf.

EXPERTS

The financial statements incorporated by reference in this prospectus from Southern California Gas Company's Annual Report on Form 10-K, and the effectiveness of Southern California Gas Company's internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports. Such financial statements have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION; INCORPORATION BY REFERENCE

Available Information

We file annual, quarterly and current reports, information statements and other information with the SEC. The SEC maintains an Internet site that contains reports, proxy and information statements and other information about issuers, such as us, who file electronically with the SEC. The address of that site is <http://www.sec.gov>.

This prospectus and any prospectus supplement are part of a registration statement that we filed with the SEC and do not contain all of the information in the registration statement. The full registration statement may be obtained from the SEC or from us, as indicated below. Forms of the indentures and other documents establishing the terms of the offered securities are or will be filed as exhibits to the registration statement or documents incorporated by reference in the registration statement. Statements in this prospectus or any prospectus supplement about these documents are not complete and each statement is qualified in all respects by reference to the document to which it refers. You should refer to the actual documents for a complete description of the relevant matters. You may inspect a copy of the registration statement through the SEC's Internet site, as provided above.

Incorporation by Reference

The rules of the SEC allow us to "incorporate by reference" information into this prospectus, which means that we can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this prospectus, and subsequent information that we file with the SEC that is also incorporated or deemed to be incorporated by reference in this prospectus will automatically update and, to the extent inconsistent, supersede that prior information. Any statement contained in this prospectus or a previously filed document incorporated by reference herein shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus, any applicable prospectus supplement or any subsequently filed document that is incorporated or deemed to be incorporated by reference in this prospectus modifies or replaces that statement.

This prospectus incorporates by reference the documents set forth below that have been previously filed with the SEC. These documents contain important information about us.

SEC Filings (File No. 1-1402)

[Annual Report on Form 10-K](#)

Period or Filing Date

Year ended December 31, 2022

We are also incorporating by reference additional documents that we file with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus through the termination of the offering of the offered securities described in this prospectus. In addition, filings filed by us pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of the initial registration statement of which this prospectus is a part and prior to the effectiveness of the registration statement shall be deemed to be incorporated by reference in this prospectus. Anything herein to the contrary notwithstanding, we are not, however, incorporating by reference any documents or portions thereof or exhibits thereto, whether specifically listed above or filed in the future, that are not deemed "filed" with the SEC or any information furnished pursuant to Items 2.02 or 7.01 of Form 8-K or related exhibits furnished pursuant to Item 9.01 of Form 8-K.

We will provide, upon written or oral request and without charge, to each person, including any beneficial owner, to whom a copy of this prospectus has been delivered a copy of any and all of these filings. You may request a copy of these filings by writing or telephoning us at Southern California Gas Company, 555 West 5th Street, Los Angeles, California 90013-1011, Attention: Corporate Secretary, Telephone: (213) 244-1200.

PART II.**INFORMATION NOT REQUIRED IN PROSPECTUS****Item 14. Other Expenses of Issuance and Distribution.**

U.S. Securities and Exchange Commission registration fee	\$458,440
Printing expenses	\$ (1)
Trustee fees and expenses	\$ (1)
Legal fees and expenses	\$ (1)
Accounting fees and expenses	\$ (1)
Blue Sky fees and expenses	\$ (1)
Rating Agency fees	\$ (1)
Miscellaneous	\$ (1)
Total	\$ (1)

(1) These fees are calculated based on the securities offered and the number of issuances and accordingly cannot be estimated at this time.

Item 15. Indemnification of Directors and Officers.

Section 317 of the Corporations Code of the State of California permits a corporation to provide indemnification to its directors and officers under certain circumstances. The Southern California Gas Company Bylaws (as amended) provide for mandatory indemnification of directors and officers, subject to the limitations set forth therein. The Southern California Gas Company Restated Articles of Incorporation eliminate the liability of directors for monetary damages to the fullest extent permissible under California law and provide Southern California Gas Company with the power to provide for indemnification for liability for monetary damages incurred by directors and officers of Southern California Gas Company, subject to certain limitations, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code. Southern California Gas Company maintains liability insurance and is also insured against loss for which it may be required or permitted by law to indemnify its directors and officers for their related acts.

The directors and officers of Southern California Gas Company are covered by insurance policies indemnifying them against certain liabilities, including certain liabilities arising under the Securities Act of 1933, as amended (the "Securities Act"), which might be incurred by them in such capacities and against which they cannot be indemnified by Southern California Gas Company.

Any underwriting agreement or distribution agreement that we enter into with any underwriters or agents involved in the offering or sale of any securities registered hereby may require such underwriters or dealers to indemnify us, some or all of our directors and officers and our controlling persons, if any, for specified liabilities, which may include liabilities under the Securities Act.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling the registrant pursuant to the foregoing provisions, the registrant has been informed that in the opinion of the U.S. Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Table of Contents

Item 16. Exhibits.

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
*1.1	Form of Underwriting Agreement (Senior Debt Securities).
*1.2	Form of Underwriting Agreement (First Mortgage Bonds).
*1.3	Form of Underwriting Agreement (Series Preferred Stock).
3.1	<u>Restated Articles of Incorporation of Southern California Gas Company (incorporated by reference from the Form 10-K for the year ended December 31, 1996 (Exhibit 3.01)).</u>
3.2	<u>Bylaws of Southern California Gas Company (as amended through January 30, 2017) (incorporated by reference from the Form 8-K filed January 31, 2017 (Exhibit 3.1)).</u>
4.1	<u>Description of preferences of Preferred Stock, Preference Stock and Series Preferred Stock (Southern California Gas Company Restated Articles of Incorporation) (included as Exhibit 3.1 above).</u>
4.2	<u>Senior Indenture, dated as of September 21, 2020, between Southern California Gas Company and U.S. Bank National Association (Senior Debt Securities) (incorporated by reference from the Form 8-K filed September 21, 2020 (Exhibit 4.1)).</u>
4.3	<u>Form of Senior Debt Security (included in Exhibit 4.1).</u>
4.4	First Mortgage Indenture of Southern California Gas Company to American Trust Company dated October 1, 1940 (incorporated by reference from Registration Statement No. 2-4504 (Exhibit B-4)). ⁽¹⁾
4.5	<u>Supplemental Indenture of Southern California Gas Company to American Trust Company dated July 1, 1947 (incorporated by reference from the Form 10-K for the year ended December 31, 2022 (Exhibit 4.40)).</u>
4.6	Supplemental Indenture of Southern California Gas Company to American Trust Company dated as of August 1, 1955 (incorporated by reference from Registration Statement No. 2-11997 filed by Pacific Lighting Corporation (Exhibit 4.07)). ⁽¹⁾
4.7	<u>Supplemental Indenture of Southern California Gas Company to American Trust Company dated as of December 1, 1956 (incorporated by reference from the Form 10-K for the year ended December 31, 2006 (Exhibit 4.09)).</u>
4.8	<u>Supplemental Indenture of Southern California Gas Company to Wells Fargo Bank dated as of June 1, 1965 (incorporated by reference from the Form 10-K for the year ended December 31, 2006 (Exhibit 4.10)).</u>
4.9	Supplemental Indenture of Southern California Gas Company to Wells Fargo Bank, National Association dated as of August 1, 1972 (incorporated by reference from Registration Statement No. 2-59832 (Exhibit 2.19)). ⁽¹⁾
4.10	Supplemental Indenture of Southern California Gas Company to Wells Fargo Bank, National Association dated as of May 1, 1976 (incorporated by reference from Registration Statement No. 2-56034 (Exhibit 2.20)). ⁽¹⁾
4.11	Supplemental Indenture of Southern California Gas Company to Wells Fargo Bank, National Association dated as of September 15, 1981 (incorporated by reference from Registration Statement No. 333-70654 (Exhibit 4.24)). ⁽¹⁾
4.12	Form of First Mortgage Bond (included in Exhibit 4.4). ⁽¹⁾

Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
*4.13	Form of Certificate of Determination of Preferences for Series Preferred Stock and stock certificate.
**5.1	Opinion of Latham & Watkins LLP.
**23.1	Independent Registered Public Accounting Firm's Consent (Deloitte & Touche LLP).
**23.2	Consent of Latham & Watkins LLP (included in Exhibit 5.1).
**24.1	Power of Attorney (incorporated by reference to the signature page hereto).
**25.1	Statement of Eligibility on Form T-1 under the Trust Indenture Act of 1939, as amended, of U.S. Bank National Association, as Trustee under the Indenture for Senior Debt Securities.
**25.2	Statement of Eligibility on Form T-1 under the Trust Indenture Act of 1939, as amended, of U.S. Bank National Association, as Trustee under the First Mortgage Indenture.
**107	Filing Fee Table.

* To be filed by amendment or incorporated by reference in connection with the offering of the offered securities.

** Filed herewith.

(1) Exhibit is not available on the U.S. Securities and Exchange Commission's website because it predates such agency's EDGAR database and thus was filed in paper.

Item 17. Undertakings.

(a) The undersigned 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;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the 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 the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the U.S. Securities and Exchange Commission, or the "Commission," pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

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

provided, however, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is a part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, 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 the initial *bona fide* offering thereof.

Table of Contents

(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.

(5) That, for the purpose of determining liability under the Securities Act to any purchaser:

(A) each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(B) each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5) or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof. *Provided, however,* that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(6) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the 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.

(h) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that, in the opinion of the Commission such indemnification is against public policy as

[Table of Contents](#)

expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than for 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 Securities Act and will be governed by the final adjudication of such issue.

12670 High Bluff Drive
 San Diego, California 92130
 Tel: +1.858.523.5400 Fax: +1.858.523.5450

www.lw.com

LATHAM & WATKINS LLP

March 29, 2023

FIRM / AFFILIATE OFFICES

Austin	Milan
Beijing	Munich
Boston	New York
Brussels	Orange County
Century City	Paris
Chicago	Riyadh
Dubai	San Diego
Düsseldorf	San Francisco
Frankfurt	Seoul
Hamburg	Shanghai
Hong Kong	Silicon Valley
Houston	Singapore
London	Tel Aviv
Los Angeles	Tokyo
Madrid	Washington, D.C.

Southern California Gas Company
 555 West Fifth Street
 Los Angeles, CA 90013

Re: Registration Statement on Form S-3 of Southern California Gas Company

To the addressees set forth above:

We have acted as special counsel to Southern California Gas Company, a California corporation (the “**Company**”), in connection with its filing on the date hereof with the Securities and Exchange Commission (the “**Commission**”) of a registration statement on Form S-3 (as amended, the “**Registration Statement**”), including a base prospectus (the “**Base Prospectus**”), which provides that it will be supplemented by one or more prospectus supplements (each such prospectus supplement, together with the Base Prospectus, a “**Prospectus**”), under the Securities Act of 1933, as amended (the “**Act**”), relating to the registration for issue and sale by the Company of up to \$4,000,000,000 aggregate offering price of (i) one or more series of senior debt securities (the “**Notes**”) under a Senior Indenture, dated as of September 21, 2020, between the Company and U.S. Bank National Association, as trustee (in such capacity, together with its successors, the “**Notes Trustee**”), which is included as Exhibit 4.2 to the Registration Statement, and one or more supplements thereto (collectively, the “**Notes Indenture**”), (ii) one or more series of first mortgage bonds (the “**First Mortgage Bonds**”) under a First Mortgage Indenture, dated October 1, 1940, between the Company and U.S. Bank National Association, as successor trustee (in such capacity, together with its successors, the “**Bond Trustee**”), as amended to the date hereof, and as further supplemented by one or more supplements thereto, which are included as Exhibits 4.4 through 4.11 to the Registration Statement (collectively, the “**Bond Indenture**”),

and (iii) shares of series preferred stock (the “*Series Preferred Stock*”). The Notes, First Mortgage Bonds and Series Preferred Stock, plus any additional Notes, First Mortgage Bonds and Series Preferred Stock that may be registered pursuant to any subsequent registration statement that the Company may hereafter file with the Commission pursuant to Rule 462(b) under the Act in connection with the offering by the Company contemplated by the Registration Statement, are referred to herein collectively as the “*Securities*.”

This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or related applicable Prospectus, other than as expressly stated herein with respect to the issue of the Securities.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the Company and others as to factual matters without having independently verified such factual matters. We are opining herein (i) with respect to paragraph 1, as to the internal laws of the State of New York, and (ii) with respect to paragraphs 2 and 3, as to the internal laws of the State of California (which is the law the Company has indicated will govern the First Mortgage Bonds, as will be provided in the applicable supplemental indenture pertaining to the applicable series of First Mortgage Bonds), and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or as to any matters of municipal law or the laws of any local agencies within any state.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof:

1. When the Notes Indenture has been duly authorized, executed and delivered by all necessary corporate action of the Company and the Notes Trustee, and when the specific terms of the Notes have been duly established in accordance with the terms of the Notes Indenture and authorized by all necessary corporate action of the Company, and such Notes have been duly executed, authenticated, issued and delivered against payment therefor in accordance with the terms of the Notes Indenture and in the manner contemplated by the applicable Prospectus and by such corporate action, such Notes will be the legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

2. When the supplemental indenture pertaining to the applicable series of First Mortgage Bonds has been duly authorized, executed and delivered by all necessary corporate action of the Company and the Bond Trustee, and when the specific terms of such series of First Mortgage Bonds have been duly established in accordance with the terms of the Bond Indenture and applicable law and authorized by all necessary corporate action of the Company and the Bond Trustee, and such series of First Mortgage Bonds have been duly executed, authenticated, issued and delivered against payment therefor in accordance with the terms of the Bond Indenture and in the manner contemplated by the applicable Prospectus and by such corporate action, such series of First Mortgage Bonds will be the legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

3. When a series of Series Preferred Stock has been duly established in accordance with the terms of the Company's Restated Articles of Incorporation and authorized by all necessary corporate action of the Company, upon issuance, delivery and payment therefor in the manner contemplated by the applicable Prospectus and by such corporate action, and in total amounts and numbers of shares that do not exceed the respective total amounts and numbers of shares (a) available under the articles of incorporation, and (b) authorized by the board of directors in connection with the offering contemplated by the applicable Prospectus, such shares of such series of Series Preferred Stock will be validly issued, fully paid and nonassessable. In rendering the foregoing opinion, we have assumed that the Company will comply with all applicable notice requirements regarding uncertificated shares provided in the general corporation law of the State of California.

Our opinions are subject to: (i) the effect of bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights and remedies of creditors; (ii) (a) the effect of general principles of equity, whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), (b) concepts of materiality, reasonableness, good faith and fair dealing, and (c) the discretion of the court before which a proceeding is brought; and (iii) the invalidity under certain circumstances under law or court decisions of provisions providing for the indemnification of or contribution to a party with respect to a liability where such indemnification or contribution is contrary to public policy. We express no opinion as to (a) any provision for liquidated damages, default interest, late charges, monetary penalties, make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty, (b) consents to, or restrictions upon, governing law, jurisdiction, venue, arbitration, remedies, or judicial relief, (c) waivers of rights or defenses, (d) any provision requiring the payment of attorneys' fees, where such payment is contrary to law or public policy, (e) any provision permitting, upon acceleration of the Notes or the First Mortgage Bonds, collection of that portion of the stated principal amount thereof which might be determined to constitute unearned interest thereon, (f) the creation, validity, attachment, perfection, or priority of any lien or security interest, (g) advance waivers of claims, defenses, rights granted by law, or notice, opportunity for hearing, evidentiary requirements, statutes of limitation, trial by jury or at law, or other procedural rights, (h) waivers of broadly or vaguely stated rights, (i) provisions for exclusivity, election or cumulation of rights or remedies, (j) provisions authorizing or validating conclusive or discretionary determinations, (k) grants of setoff rights, (l) proxies, powers and trusts, (m) provisions prohibiting, restricting, or requiring consent to assignment or transfer of any right or property, (n) any provision to the extent it requires that a claim with respect to a security denominated in other than U.S. dollars (or a judgment in respect of such a claim) be converted into U.S. dollars at a rate of exchange at a particular date, to the extent applicable law otherwise provides, and (o) the severability, if invalid, of provisions to the foregoing effect. In addition, we have not been requested to express and, with your consent, do not render any opinion herein with respect to the creation, validity, perfection or priority of any security interest.

LATHAM & WATKINS^{LLP}

With your consent, we have assumed (a) that each of the Notes Indenture, the Bond Indenture, the Notes and the First Mortgage Bonds (collectively, the “**Documents**”) will have been duly authorized, executed and delivered by the parties thereto, (b) that each of the Documents constitutes or will constitute legally valid and binding obligations of the parties thereto other than the Company, enforceable against each of them in accordance with their respective terms, and (c) that the status of each of the Documents as legally valid and binding obligations of the parties will not be affected by any (i) breaches of, or defaults under, agreements or instruments, (ii) violations of statutes, rules, regulations or court or governmental orders, or (iii) failures to obtain required consents, approvals or authorizations from, or to make required registrations, declarations or filings with, governmental authorities.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement and to the reference to our firm contained in the Prospectus under the heading “Legal Matters.” We further consent to the incorporation by reference of this letter and consent into any registration statement or post-effective amendment to the Registration Statement filed pursuant to Rule 462(b) under the Act with respect to any of the Securities. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Sincerely,

/s/ Latham & Watkins LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-3 of our reports dated February 28, 2023, relating to the financial statements of Southern California Gas Company and the effectiveness of Southern California Gas Company's internal control over financial reporting, appearing in the Annual Report on Form 10-K of Southern California Gas Company for the year ended December 31, 2022. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/S/ DELOITTE & TOUCHE LLP

San Diego, California

March 29, 2023

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE**

Check if an Application to Determine Eligibility of a Trustee Pursuant to Section 305(b)(2)

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**

(Exact name of Trustee as specified in its charter)

91-1821036

I.R.S. Employer Identification No.

800 Nicollet Mall
Minneapolis, Minnesota
(Address of principal executive offices)

55402
(Zip Code)

Fonda Hall
U.S. Bank Trust Company, National Association
633 West 5th Street, 24th Floor
Los Angeles, CA 90071
(213) 615.6023

(Name, address and telephone number of agent for service)

Southern California Gas Company
(Issuer with respect to the Securities)

California
(State or other jurisdiction of
incorporation or organization)

95-1240705
(I.R.S. Employer
Identification No.)

555 West 5th Street
Los Angeles, California
(Address of Principal Executive Offices)

90013
(Zip Code)

Senior Debt Securities
(Title of the Indenture Securities)

FORM T-1

Item 1. GENERAL INFORMATION. Furnish the following information as to the Trustee.

a) *Name and address of each examining or supervising authority to which it is subject.*

Comptroller of the Currency
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*

Yes

Item 2. AFFILIATIONS WITH THE OBLIGOR. If the obligor is an affiliate of the Trustee, describe each such affiliation.

None

Items 3-15 *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. LIST OF EXHIBITS: List below all exhibits filed as a part of this statement of eligibility and qualification.

1. A copy of the Articles of Association of the Trustee, attached as Exhibit 1.
2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.
3. A copy of the authorization of the Trustee to exercise corporate trust powers, attached as Exhibit 2.
4. A copy of the existing bylaws of the Trustee, attached as Exhibit 3.
5. A copy of each Indenture referred to in Item 4. Not applicable.
6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 5.
7. Report of Condition of the Trustee as of December 31, 2022, published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 6.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Los Angeles, State of California on the 15th of March, 2023.

By: /s/ Fonda Hall

Fonda Hall
Vice President

Exhibit 1

**ARTICLES OF ASSOCIATION
OF
U. S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**

For the purpose of organizing an association (the "Association") to perform any lawful activities of national banks, the undersigned enter into the following Articles of Association:

FIRST. The title of this Association shall be U. S. Bank Trust Company, National Association.

SECOND. The main office of the Association shall be in the city of Portland, county of Multnomah, state of Oregon. The business of the Association will be limited to fiduciary powers and the support of activities incidental to the exercise of those powers. The Association may not expand or alter its business beyond that stated in this article without the prior approval of the Comptroller of the Currency.

THIRD. The board of directors of the Association shall consist of not less than five nor more than twenty-five persons, the exact number to be fixed and determined from time to time by resolution of a majority of the full board of directors or by resolution of a majority of the shareholders at any annual or special meeting thereof. Each director shall own common or preferred stock of the Association or of a holding company owning the Association, with an aggregate par, fair market, or equity value of not less than \$1,000, as of either (i) the date of purchase, (ii) the date the person became a director, or (iii) the date of that person's most recent election to the board of directors, whichever is more recent. Any combination of common or preferred stock of the Association or holding company may be used.

Any vacancy in the board of directors may be filled by action of a majority of the remaining directors between meetings of shareholders. The board of directors may increase the number of directors up to the maximum permitted by law. Terms of directors, including directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which directors are elected, unless the directors resign or are removed from office. Despite the expiration of a director's term, the director shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of directors and his or her position is eliminated.

Honorary or advisory members of the board of directors, without voting power or power of final decision in matters concerning the business of the Association, may be appointed by resolution of a majority of the full board of directors, or by resolution of shareholders at any annual or special meeting. Honorary or advisory directors shall not be counted to determine the number of directors of the Association or the presence of a quorum in connection with any board action, and shall not be required to own qualifying shares.

FOURTH. There shall be an annual meeting of the shareholders to elect directors and transact whatever other business may be brought before the meeting. It shall be held at the main office or any other convenient place the board of directors may designate, on the day of each year specified therefor in the Bylaws, or if that day falls on a legal holiday in the state in which the

Association is located, on the next following banking day. If no election is held on the day fixed or in the event of a legal holiday on the following banking day, an election may be held on any subsequent day within 60 days of the day fixed, to be designated by the board of directors, or, if the directors fail to fix the day, by shareholders representing two-thirds of the shares issued and outstanding. In all cases, at least 10 days' advance notice of the meeting shall be given to the shareholders by first-class mail.

In all elections of directors, the number of votes each common shareholder may cast will be determined by multiplying the number of shares he or she owns by the number of directors to be elected. Those votes may be cumulated and cast for a single candidate or may be distributed among two or more candidates in the manner selected by the shareholder. On all other questions, each common shareholder shall be entitled to one vote for each share of stock held by him or her.

A director may resign at any time by delivering written notice to the board of directors, its chairperson, or to the Association, which resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

A director may be removed by the shareholders at a meeting called to remove him or her, when notice of the meeting stating that the purpose or one of the purposes is to remove him or her is provided, if there is a failure to fulfill one of the affirmative requirements for qualification, or for cause; provided, however, that a director may not be removed if the number of votes sufficient to elect him or her under cumulative voting is voted against his or her removal.

FIFTH. The authorized amount of capital stock of the Association shall be 1,000,000 shares of common stock of the par value of ten dollars (\$10) each; but said capital stock may be increased or decreased from time to time, according to the provisions of the laws of the United States. The Association shall have only one class of capital stock.

No holder of shares of the capital stock of any class of the Association shall have any preemptive or preferential right of subscription to any shares of any class of stock of the Association, whether now or hereafter authorized, or to any obligations convertible into stock of the Association, issued, or sold, nor any right of subscription to any thereof other than such, if any, as the board of directors, in its discretion, may from time to time determine and at such price as the board of directors may from time to time fix.

Transfers of the Association's stock are subject to the prior written approval of a federal depository institution regulatory agency. If no other agency approval is required, the approval of the Comptroller of the Currency must be obtained prior to any such transfers.

Unless otherwise specified in the Articles of Association or required by law, (1) all matters requiring shareholder action, including amendments to the Articles of Association must be approved by shareholders owning a majority voting interest in the outstanding voting stock, and (2) each shareholder shall be entitled to one vote per share.

Unless otherwise specified in the Articles of Association or required by law, all shares of voting stock shall be voted together as a class, on any matters requiring shareholder approval.

Unless otherwise provided in the Bylaws, the record date for determining shareholders entitled to notice of and to vote at any meeting is the close of business on the day before the first notice is mailed or otherwise sent to the shareholders, provided that in no event may a record date be more than 70 days before the meeting.

The Association, at any time and from time to time, may authorize and issue debt obligations, whether subordinated, without the approval of the shareholders. Obligations classified as debt, whether subordinated, which may be issued by the Association without the approval of shareholders, do not carry voting rights on any issue, including an increase or decrease in the aggregate number of the securities, or the exchange or reclassification of all or part of securities into securities of another class or series.

SIXTH. The board of directors shall appoint one of its members president of this Association and one of its members chairperson of the board and shall have the power to appoint one or more vice presidents, a secretary who shall keep minutes of the directors' and shareholders' meetings and be responsible for authenticating the records of the Association, and such other officers and employees as may be required to transact the business of this Association. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the board of directors in accordance with the Bylaws.

The board of directors shall have the power to:

- (1) Define the duties of the officers, employees, and agents of the Association.
- (2) Delegate the performance of its duties, but not the responsibility for its duties, to the officers, employees, and agents of the Association.
- (3) Fix the compensation and enter employment contracts with its officers and employees upon reasonable terms and conditions consistent with applicable law.
- (4) Dismiss officers and employees.
- (5) Require bonds from officers and employees and to fix the penalty thereof.
- (6) Ratify written policies authorized by the Association's management or committees of the board.
- (7) Regulate the manner any increase or decrease of the capital of the Association shall be made; provided that nothing herein shall restrict the power of shareholders to increase or decrease the capital of the Association in accordance with law, and nothing shall raise or lower from two-thirds the percentage required for shareholder approval to increase or reduce the capital.

- (8) Manage and administer the business and affairs of the Association.
- (9) Adopt initial Bylaws, not inconsistent with law or the Articles of Association, for managing the business and regulating the affairs of the Association.
- (10) Amend or repeal Bylaws, except to the extent that the Articles of Association reserve this power in whole or in part to the shareholders.
- (11) Make contracts.
- (12) Generally perform all acts that are legal for a board of directors to perform.

SEVENTH. The board of directors shall have the power to change the location of the main office to any authorized branch within the limits of the city of Portland, Oregon, without the approval of the shareholders, or with a vote of shareholders owning two-thirds of the stock of the Association for a location outside such limits and upon receipt of a certificate of approval from the Comptroller of the Currency, to any other location within or outside the limits of the city of Portland, Oregon, but not more than thirty miles beyond such limits. The board of directors shall have the power to establish or change the location of any office or offices of the Association to any other location permitted under applicable law, without approval of shareholders, subject to approval by the Comptroller of the Currency.

EIGHTH. The corporate existence of this Association shall continue until termination according to the laws of the United States.

NINTH. The board of directors of the Association, or any shareholder owning, in the aggregate, not less than 25 percent of the stock of the Association, may call a special meeting of shareholders at any time. Unless otherwise provided by the Bylaws or the laws of the United States, or waived by shareholders, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least 10, and no more than 60, days prior to the date of the meeting to each shareholder of record at his/her address as shown upon the books of the Association. Unless otherwise provided by the Bylaws, any action requiring approval of shareholders must be effected at a duly called annual or special meeting.

TENTH. These Articles of Association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of the Association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount; provided, that the scope of the Association's activities and services may not be expanded without the prior written approval of the Comptroller of the Currency. The Association's board of directors may propose one or more amendments to the Articles of Association for submission to the shareholders.

In witness whereof, we have hereunto set our hands this 11th of June, 1997.

/s/ Jeffrey T. Grubb

Jeffrey T. Grubb

/s/ Robert D. Sznewajs

Robert D. Sznewajs

/s/ Dwight V. Board

Dwight V. Board

/s/ P. K. Chatterjee

P. K. Chatterjee

/s/ Robert Lane

Robert Lane



CERTIFICATE OF CORPORATE EXISTENCE AND FIDUCIARY POWERS

I, Michael J. Hsu, Acting Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.
2. "U.S. Bank Trust Company, National Association," Portland, Oregon (Charter No. 23412), is a national banking association formed tmder the laws of the United States and is authorized thereunder to transact the business of banking and exercise fiduciary powers on the date of this certificate.

IN TESTIMONY WHEREOF, today, January 6, 2023, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Colmtbia.

A handwritten signature in black ink, appearing to read "Michael J. Hsu", written over a horizontal line.

Acting Comptroller of the Currency



Exhibit 3

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

AMENDED AND RESTATED BYLAWS

ARTICLE I

Meetings of Shareholders

Section 1.1. Annual Meeting. The annual meeting of the shareholders, for the election of directors and the transaction of any other proper business, shall be held at a time and place as the Chairman or President may designate. Notice of such meeting shall be given not less than ten (10) days or more than sixty (60) days prior to the date thereof, to each shareholder of the Association, unless the Office of the Comptroller of the Currency (the "OCC") determines that an emergency circumstance exists. In accordance with applicable law, the sole shareholder of the Association is permitted to waive notice of the meeting. If, for any reason, an election of directors is not made on the designated day, the election shall be held on some subsequent day, as soon thereafter as practicable, with prior notice thereof. Failure to hold an annual meeting as required by these Bylaws shall not affect the validity of any corporate action or work a forfeiture or dissolution of the Association.

Section 1.2. Special Meetings. Except as otherwise specially provided by law, special meetings of the shareholders may be called for any purpose, at any time by a majority of the board of directors (the "Board"), or by any shareholder or group of shareholders owning at least ten percent of the outstanding stock. Every such special meeting, unless otherwise provided by law, shall be called upon not less than ten (10) days nor more than sixty (60) days prior notice stating the purpose of the meeting.

Section 1.3. Nominations for Directors. Nominations for election to the Board may be made by the Board or by any shareholder.

Section 1.4. Proxies. Shareholders may vote at any meeting of the shareholders by proxies duly authorized in writing. Proxies shall be valid only for one meeting and any adjournments of such meeting and shall be filed with the records of the meeting.

Section 1.5. Record Date. The record date for determining shareholders entitled to notice and to vote at any meeting will be thirty days before the date of such meeting, unless otherwise determined by the Board.

Section 1.6. Quorum and Voting. A majority of the outstanding capital stock, represented in person or by proxy, shall constitute a quorum at any

meeting of shareholders, unless otherwise provided by law, but less than a quorum may adjourn any meeting, from time to time, and the meeting may be held as adjourned without further notice. A majority of the votes cast shall decide every question or matter submitted to the shareholders at any meeting, unless otherwise provided by law or by the Articles of Association.

Section 1.7. Inspectors. The Board may, and in the event of its failure so to do, the Chairman of the Board may appoint Inspectors of Election who shall determine the presence of quorum, the validity of proxies, and the results of all elections and all other matters voted upon by shareholders at all annual and special meetings of shareholders.

Section 1.8. Waiver and Consent. The shareholders may act without notice or a meeting by a unanimous written consent by all shareholders.

Section 1.9. Remote Meetings. The Board shall have the right to determine that a shareholder meeting not be held at a place, but instead be held solely by means of remote communication in the manner and to the extent permitted by the General Corporation Law of the State of Delaware.

ARTICLE II Directors

Section 2.1. Board of Directors. The Board shall have the power to manage and administer the business and affairs of the Association. Except as expressly limited by law, all corporate powers of the Association shall be vested in and may be exercised by the Board.

Section 2.2. Term of Office. The directors of this Association shall hold office for one year and until their successors are duly elected and qualified, or until their earlier resignation or removal.

Section 2.3. Powers. In addition to the foregoing, the Board shall have and may exercise all of the powers granted to or conferred upon it by the Articles of Association, the Bylaws and by law.

Section 2.4. Number. As provided in the Articles of Association, the Board of this Association shall consist of no less than five nor more than twenty-five members, unless the OCC has exempted the Association from the twenty-five- member limit. The Board shall consist of a number of members to be fixed and determined from time to time by resolution of the Board or the shareholders at any meeting thereof, in accordance with the Articles of Association. Between meetings of the shareholders held for the purpose of electing directors, the Board

by a majority vote of the full Board may increase the size of the Board but not to more than a total of twenty-five directors, and fill any vacancy so created in the Board; provided that the Board may increase the number of directors only by up to two directors, when the number of directors last elected by shareholders was fifteen or fewer, and by up to four directors, when the number of directors last elected by shareholders was sixteen or more. Each director shall own a qualifying equity interest in the Association or a company that has control of the Association in each case as required by applicable law. Each director shall own such qualifying equity interest in his or her own right and meet any minimum threshold ownership required by applicable law.

Section 2.5. Organization Meeting. The newly elected Board shall meet for the purpose of organizing the new Board and electing and appointing such officers of the Association as may be appropriate. Such meeting shall be held on the day of the election or as soon thereafter as practicable, and, in any event, within thirty days thereafter, at such time and place as the Chairman or President may designate. If, at the time fixed for such meeting, there shall not be a quorum present, the directors present may adjourn the meeting until a quorum is obtained.

Section 2.6. Regular Meetings. The regular meetings of the Board shall be held, without notice, as the Chairman or President may designate and deem suitable.

Section 2.7. Special Meetings. Special meetings of the Board may be called at any time, at any place and for any purpose by the Chairman of the Board or the President of the Association, or upon the request of a majority of the entire Board. Notice of every special meeting of the Board shall be given to the directors at their usual places of business, or at such other addresses as shall have been furnished by them for the purpose. Such notice shall be given at least twelve hours (three hours if meeting is to be conducted by conference telephone) before the meeting by telephone or by being personally delivered, mailed, or electronically delivered. Such notice need not include a statement of the business to be transacted at, or the purpose of, any such meeting.

Section 2.8. Quorum and Necessary Vote. A majority of the directors shall constitute a quorum at any meeting of the Board, except when otherwise provided by law; but less than a quorum may adjourn any meeting, from time to time, and the meeting may be held as adjourned without further notice. Unless otherwise provided by law or the Articles or Bylaws of this Association, once a quorum is established, any act by a majority of those directors present and voting shall be the act of the Board.

Section 2.9. Written Consent. Except as otherwise required by applicable laws and regulations, the Board may act without a meeting by a unanimous written consent by all directors, to be filed with the Secretary of the Association as part of the corporate records.

Section 2.10. Remote Meetings. Members of the Board, or of any committee thereof, may participate in a meeting of such Board or committee by means of conference telephone, video or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 2.11. Vacancies. When any vacancy occurs among the directors, the remaining members of the Board may appoint a director to fill such vacancy at any regular meeting of the Board, or at a special meeting called for that purpose.

ARTICLE III Committees

Section 3.1. Advisory Board of Directors. The Board may appoint persons, who need not be directors, to serve as advisory directors on an advisory board of directors established with respect to the business affairs of either this Association alone or the business affairs of a group of affiliated organizations of which this Association is one. Advisory directors shall have such powers and duties as may be determined by the Board, provided, that the Board's responsibility for the business and affairs of this Association shall in no respect be delegated or diminished.

Section 3.2. Trust Audit Committee. At least once during each calendar year, the Association shall arrange for a suitable audit (by internal or external auditors) of all significant fiduciary activities under the direction of its trust audit committee, a function that will be fulfilled by the Audit Committee of the financial holding company that is the ultimate parent of this Association. The Association shall note the results of the audit (including significant actions taken as a result of the audit) in the minutes of the Board. In lieu of annual audits, the Association may adopt a continuous audit system in accordance with 12 C.F.R. § 9.9(b).

The Audit Committee of the financial holding company that is the ultimate parent of this Association, fulfilling the function of the trust audit committee:

(1) Must not include any officers of the Association or an affiliate who participate significantly in the administration of the Association's fiduciary activities; and

(2) Must consist of a majority of members who are not also members of any committee to which the Board has delegated power to manage and control the fiduciary activities of the Association.

Section 3.3. Executive Committee. The Board may appoint an Executive Committee which shall consist of at least three directors and which shall have, and may exercise, to the extent permitted by applicable law, all the powers of the Board between meetings of the Board or otherwise when the Board is not meeting.

Section 3.4. Trust Management Committee. The Board of this Association shall appoint a Trust Management Committee to provide oversight of the fiduciary activities of the Association. The Trust Management Committee shall determine policies governing fiduciary activities. The Trust Management Committee or such sub-committees, officers or others as may be duly designated by the Trust Management Committee shall oversee the processes related to fiduciary activities to assure conformity with fiduciary policies it establishes, including ratifying the acceptance and the closing out or relinquishment of all trusts. The Trust Management Committee will provide regular reports of its activities to the Board.

Section 3.5. Other Committees. The Board may appoint, from time to time, committees of one or more persons who need not be directors, for such purposes and with such powers as the Board may determine; however, the Board will not delegate to any committee any powers or responsibilities that it is prohibited from delegating under any law or regulation. In addition, either the Chairman or the President may appoint, from time to time, committees of one or more officers, employees, agents or other persons, for such purposes and with such powers as either the Chairman or the President deems appropriate and proper. Whether appointed by the Board, the Chairman, or the President, any such committee shall at all times be subject to the direction and control of the Board.

Section 3.6. Meetings, Minutes and Rules. An advisory board of directors and/or committee shall meet as necessary in consideration of the purpose of the advisory board of directors or committee, and shall maintain minutes in sufficient detail to indicate actions taken or recommendations made; unless required by the members, discussions, votes or other specific details need not be reported. An advisory board of directors or a committee may, in consideration of

its purpose, adopt its own rules for the exercise of any of its functions or authority.

ARTICLE IV
Officers

Section 4.1. Chairman of the Board. The Board may appoint one of its members to be Chairman of the Board to serve at the pleasure of the Board. The Chairman shall supervise the carrying out of the policies adopted or approved by the Board; shall have general executive powers, as well as the specific powers conferred by these Bylaws; and shall also have and may exercise such powers and duties as from time to time may be conferred upon or assigned by the Board.

Section 4.2. President. The Board may appoint one of its members to be President of the Association. In the absence of the Chairman, the President shall preside at any meeting of the Board. The President shall have general executive powers, and shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice, to the office of President, or imposed by these Bylaws. The President shall also have and may exercise such powers and duties as from time to time may be conferred or assigned by the Board.

Section 4.3. Vice President. The Board may appoint one or more Vice Presidents who shall have such powers and duties as may be assigned by the Board and to perform the duties of the President on those occasions when the President is absent, including presiding at any meeting of the Board in the absence of both the Chairman and President.

Section 4.4. Secretary. The Board shall appoint a Secretary, or other designated officer who shall be Secretary of the Board and of the Association, and shall keep accurate minutes of all meetings. The Secretary shall attend to the giving of all notices required by these Bylaws to be given; shall be custodian of the corporate seal, records, documents and papers of the Association; shall provide for the keeping of proper records of all transactions of the Association; shall, upon request, authenticate any records of the Association; shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice, to the Secretary, or imposed by these Bylaws; and shall also perform such other duties as may be assigned from time to time by the Board. The Board may appoint one or more Assistant Secretaries with such powers and duties as the Board, the President or the Secretary shall from time to time determine.

Section 4.5. Other Officers. The Board may appoint, and may authorize the Chairman, the President or any other officer to appoint, any officer as from time to time may appear to the Board, the Chairman, the President or such other

officer to be required or desirable to transact the business of the Association. Such officers shall exercise such powers and perform such duties as pertain to their several offices, or as may be conferred upon or assigned to them by these Bylaws, the Board, the Chairman, the President or such other authorized officer. Any person may hold two offices.

Section 4.6. Tenure of Office. The Chairman or the President and all other officers shall hold office until their respective successors are elected and qualified or until their earlier death, resignation, retirement, disqualification or removal from office, subject to the right of the Board or authorized officer to discharge any officer at any time.

ARTICLE V Stock

Section 5.1. The Board may authorize the issuance of stock either in certificated or in uncertificated form. Certificates for shares of stock shall be in such form as the Board may from time to time prescribe. If the Board issues certificated stock, the certificate shall be signed by the President, Secretary or any other such officer as the Board so determines. Shares of stock shall be transferable on the books of the Association, and a transfer book shall be kept in which all transfers of stock shall be recorded. Every person becoming a shareholder by such transfer shall, in proportion to such person's shares, succeed to all rights of the prior holder of such shares. Each certificate of stock shall recite on its face that the stock represented thereby is transferable only upon the books of the Association properly endorsed. The Board may impose conditions upon the transfer of the stock reasonably calculated to simplify the work of the Association for stock transfers, voting at shareholder meetings, and related matters, and to protect it against fraudulent transfers.

ARTICLE VI Corporate Seal

Section 6.1. The Association shall have no corporate seal; provided, however, that if the use of a seal is required by, or is otherwise convenient or advisable pursuant to, the laws or regulations of any jurisdiction, the following seal may be used, and the Chairman, the President, the Secretary and any Assistant Secretary shall have the authority to affix such seal:

ARTICLE VII
Miscellaneous Provisions

Section 7.1. Execution of Instruments. All agreements, checks, drafts, orders, indentures, notes, mortgages, deeds, conveyances, transfers, endorsements, assignments, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, guarantees, proxies and other instruments or documents may be signed, countersigned, executed, acknowledged, endorsed, verified, delivered or accepted on behalf of the Association, whether in a fiduciary capacity or otherwise, by any officer of the Association, or such employee or agent as may be designated from time to time by the Board by resolution, or by the Chairman or the President by written instrument, which resolution or instrument shall be certified as in effect by the Secretary or an Assistant Secretary of the Association. The provisions of this section are supplementary to any other provision of the Articles of Association or Bylaws.

Section 7.2. Records. The Articles of Association, the Bylaws as revised or amended from time to time and the proceedings of all meetings of the shareholders, the Board, and standing committees of the Board, shall be recorded in appropriate minute books provided for the purpose. The minutes of each meeting shall be signed by the Secretary, or other officer appointed to act as Secretary of the meeting.

Section 7.3. Trust Files. There shall be maintained in the Association files all fiduciary records necessary to assure that its fiduciary responsibilities have been properly undertaken and discharged.

Section 7.4. Trust Investments. Funds held in a fiduciary capacity shall be invested according to the instrument establishing the fiduciary relationship and according to law. Where such instrument does not specify the character and class of investments to be made and does not vest in the Association a discretion in the matter, funds held pursuant to such instrument shall be invested in investments in which corporate fiduciaries may invest under law.

Section 7.5. Notice. Whenever notice is required by the Articles of Association, the Bylaws or law, such notice shall be by mail, postage prepaid, e-mail, in person, or by any other means by which such notice can reasonably be expected to be received, using the address of the person to receive such notice, or such other personal data, as may appear on the records of the Association.

Except where specified otherwise in these Bylaws, prior notice shall be proper if given not more than 30 days nor less than 10 days prior to the event for which notice is given.

ARTICLE VIII
Indemnification

Section 8.1. The Association shall indemnify such persons for such liabilities in such manner under such circumstances and to such extent as permitted by Section 145 of the Delaware General Corporation Law, as now enacted or hereafter amended. The Board may authorize the purchase and maintenance of insurance and/or the execution of individual agreements for the purpose of such indemnification, and the Association shall advance all reasonable costs and expenses (including attorneys' fees) incurred in defending any action, suit or proceeding to all persons entitled to indemnification under this Section 8.1. Such insurance shall be consistent with the requirements of 12 C.F.R. § 7.2014 and shall exclude coverage of liability for a formal order assessing civil money penalties against an institution-affiliated party, as defined at 12 U.S.C. § 1813(u).

Section 8.2. Notwithstanding Section 8.1, however, (a) any indemnification payments to an institution-affiliated party, as defined at 12 U.S.C. § 1813(u), for an administrative proceeding or civil action initiated by a federal banking agency, shall be reasonable and consistent with the requirements of 12 U.S.C. § 1828(k) and the implementing regulations thereunder; and (b) any indemnification payments and advancement of costs and expenses to an institution-affiliated party, as defined at 12 U.S.C. § 1813(u), in cases involving an administrative proceeding or civil action not initiated by a federal banking agency, shall be in accordance with Delaware General Corporation Law and consistent with safe and sound banking practices.

ARTICLE IX
Bylaws: Interpretation and Amendment

Section 9.1. These Bylaws shall be interpreted in accordance with and subject to appropriate provisions of law, and may be added to, altered, amended, or repealed, at any regular or special meeting of the Board.

Section 9.2. A copy of the Bylaws and all amendments shall at all times be kept in a convenient place at the principal office of the Association, and shall be open for inspection to all shareholders during Association hours.

ARTICLE X
Miscellaneous Provisions

Section 10.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January in each year and shall end on the thirty-first day of December following.

Section 10.2. Governing Law. This Association designates the Delaware General Corporation Law, as amended from time to time, as the governing law for its corporate governance procedures, to the extent not inconsistent with Federal banking statutes and regulations or bank safety and soundness.

(February 8, 2021)

Exhibit 5

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: March 15, 2023

By: /s/ Fonda Hall
Fonda Hall
Vice President

Exhibit 6
U.S. Bank Trust Company, National Association
Statement of Financial Condition
as of 12/31/2022

(\$000's)

	<u>12/31/2022</u>
Assets	
Cash and Balances Due From Depository Institutions	\$ 741,758
Securities	4,322
Federal Funds	0
Loans & Lease Financing Receivables	0
Fixed Assets	2,186
Intangible Assets	581,108
Other Assets	163,734
Total Assets	\$1,493,108
Liabilities	
Deposits	\$ 0
Fed Funds	0
Treasury Demand Notes	0
Trading Liabilities	0
Other Borrowed Money	0
Acceptances	0
Subordinated Notes and Debentures	0
Other Liabilities	107,167
Total Liabilities	\$ 107,167
Equity	
Common and Preferred Stock	200
Surplus	1,171,635
Undivided Profits	214,106
Minority Interest in Subsidiaries	0
Total Equity Capital	\$1,385,941
Total Liabilities and Equity Capital	\$1,493,108

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE**

Check if an Application to Determine Eligibility of a Trustee Pursuant to Section 305(b)(2)

U.S. BANK NATIONAL ASSOCIATION

(Exact name of Trustee as specified in its charter)

31-0841368
I.R.S. Employer Identification No.

800 Nicollet Mall
Minneapolis, Minnesota
(Address of principal executive offices)

55402
(Zip Code)

Fonda Hall
U.S. Bank National Association
633 West 5th Street, 24th Floor
Los Angeles, CA 90071
(213) 615.6023
(Name, address and telephone number of agent for service)

Southern California Gas Company
(Issuer with respect to the Securities)

California
(State or other jurisdiction of
incorporation or organization)

95-1240705
(I.R.S. Employer
Identification No.)

555 West 5th Street
Los Angeles, California
(Address of Principal Executive Offices)

90013
(Zip Code)

First Mortgage Bonds
(Title of the Indenture Securities)

FORM T-1

Item 1. GENERAL INFORMATION. Furnish the following information as to the Trustee.

- a) *Name and address of each examining or supervising authority to which it is subject.*
Comptroller of the Currency
Washington, D.C.
- b) *Whether it is authorized to exercise corporate trust powers.*
Yes

Item 2. AFFILIATIONS WITH THE OBLIGOR. If the obligor is an affiliate of the Trustee, describe each such affiliation.

None

Items 3-15 *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. LIST OF EXHIBITS: List below all exhibits filed as a part of this statement of eligibility and qualification.

- 1. A copy of the Articles of Association of the Trustee.*
- 2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.
- 3. A copy of the authorization of the Trustee to exercise corporate trust powers, attached as Exhibit 2.
- 4. A copy of the existing bylaws of the Trustee.**
- 5. A copy of each Indenture referred to in Item 4. Not applicable.
- 6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
- 7. Report of Condition of the Trustee as of December 31, 2022 published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

* Incorporated by reference to Exhibit 25.1 to Amendment No. 2 to registration statement on S-4, Registration Number 333-128217 filed on November 15, 2005.

** Incorporated by reference to 305(b)(2), Registration Number 333-229783 filed on June 21, 2021.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Los Angeles, State of California on the 15th of March, 2023.

By: /s/ Fonda Hall

Fonda Hall
Vice President



CERTIFICATE OF CORPORATE EXISTENCE AND FIDUCIARY POWERS

I, Michael J. Hsu, Acting Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.
2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking and exercise fiduciary powers on the date of this certificate.

IN TESTIMONY WHEREOF, today, February 24, 2023, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

A handwritten signature in black ink, appearing to read "Michael J. Hsu", written over a horizontal line.

Acting Comptroller of the Currency



Exhibit 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: March 15, 2023

By: /s/ Fonda Hall

Fonda Hall
Vice President

Exhibit 7
U.S. Bank National Association
Statement of Financial Condition
As of 12/31/2022

(\$000's)

	12/31/2022
Assets	
Cash and Balances Due From Depository Institutions	\$ 45,452,963
Securities	150,494,020
Federal Funds	249,672
Loans & Lease Financing Receivables	330,951,976
Fixed Assets	5,769,878
Intangible Assets	14,324,963
Other Assets	37,892,133
Total Assets	\$585,135,605
Liabilities	
Deposits	\$464,820,641
Fed Funds	8,571,279
Treasury Demand Notes	0
Trading Liabilities	5,333,789
Other Borrowed Money	40,562,316
Acceptances	0
Subordinated Notes and Debentures	4,600,000
Other Liabilities	16,532,546
Total Liabilities	\$540,420,571
Equity	
Common and Preferred Stock	18,200
Surplus	14,288,431
Undivided Profits	29,773,695
Minority Interest in Subsidiaries	634,708
Total Equity Capital	\$ 44,715,034
Total Liabilities and Equity Capital	\$585,135,605

Calculation of Filing Fee Tables

Form S-3

(Form Type)

Southern California Gas Company

(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered and Carry Forward Securities

	Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered(2)	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price(2)	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial Effective Date	Filing Fee Previously Paid in Connection with Unsold Securities to be Carried Forward
Newly Registered Securities												
Fees to Be Paid	Debt	Senior Debt Securities	Rule 457(o)	—	—	—	—	—	—	—	—	—
	Debt	First Mortgage Bonds	Rule 457(o)	—	—	—	—	—	—	—	—	—
	Equity	Series Preferred Stock, without par value	Rule 457(o)	—	—	—	—	—	—	—	—	—
	Unallocated (Universal) Shelf	(1)	Rule 457(o)	\$3,100,000,000	N/A	\$3,100,000,000	0.0001102	\$341,620	—	—	—	—
Carry Forward Securities												
Carry Forward Securities	Debt	Senior Debt Securities	Rule 415(a)(6)	—	—	—	—	—	—	—	—	—
	Debt	First Mortgage Bonds	Rule 415(a)(6)	—	—	—	—	—	—	—	—	—
	Equity	Series Preferred Stock, without par value	Rule 415(a)(6)	—	—	—	—	—	—	—	—	—
	Unallocated (Universal) Shelf	(1)	Rule 415(a)(6)	\$900,000,000	N/A	\$900,000,000	0.0001298	—	S-3	333-237770	May 1, 2020	\$116,820
	Total Offering Amounts						\$4,000,000,000(3)					
	Total Fees Previously Paid						—					
	Total Fee Offsets						—					
	Net Fee Due						\$341,620					

- (1) An unspecified principal amount or number of senior debt securities, first mortgage bonds and shares of preferred stock, without par value (collectively, the "Offered Securities"), at unspecified prices.
- (2) Estimated solely for the purpose of calculating the registration fee, which is calculated in accordance with Rule 457(o) of the rules and regulations under the Securities Act of 1933, as amended (the "Securities Act"). In United States dollars or the equivalent thereof in any other currency, composite currency or currency unit as shall result in a maximum aggregate initial offering price for all Offered Securities not to exceed \$4,000,000,000.
- (3) The \$4,000,000,000 of securities registered pursuant to this registration statement includes \$900,000,000 of securities (the "Unsold Securities") registered by Southern California Gas Company pursuant to Registration Statement No. 333-237770, which was initially filed on April 21, 2020 and declared effective on May 1, 2020, pursuant to which a filing fee of \$116,820 was paid for the Unsold Securities. Pursuant to Rule 415(a)(6) under the Securities Act, the filing fees previously paid for the Unsold Securities will continue to be applied to the Unsold Securities. A filing fee of \$341,620 is paid herewith in connection with the \$3,100,000,000 of new securities registered hereunder.