

SEMPRA ENERGY
Form 424B2
March 18, 2011
Table of Contents

Filed Pursuant to Rule 424(b)(2)

Registration No. 333-153425

CALCULATION OF REGISTRATION FEE

	Title of Each Class of Securities to be Registered	Maximum Aggregate Offering Price	Amount of Registration Fee⁽¹⁾
2.00% Notes due 2014		\$499,380,000	\$57,978.02
Floating Rate Notes due 2014		\$300,000,000	\$34,830.00

⁽¹⁾ Calculated in accordance with Rule 457(r) and Rule 456(b) under the Securities Act of 1933, as amended.

Table of Contents**PROSPECTUS SUPPLEMENT**

(To Prospectus dated December 12, 2008)

\$500,000,000 2.00% Notes due 2014**\$300,000,000 Floating Rate Notes due 2014**

We are offering \$500,000,000 of our 2.00% Notes due 2014 (the fixed rate notes) and \$300,000,000 of our Floating Rate Notes due 2014 (the floating rate notes). We refer to the fixed rate notes and the floating rate notes as the notes. The fixed rate notes will bear interest at the rate of 2.00% per year and mature on March 15, 2014. Interest on the fixed rate notes will accrue from March 22, 2011 and will be payable on March 15 and September 15 of each year, beginning on September 15, 2011. At our option, we may redeem some or all of the fixed rate notes at any time under a make-whole redemption provision described in this prospectus supplement. The floating rate notes will bear interest at a rate per year equal to the 3 Month LIBOR Rate (as defined in this prospectus supplement) plus 0.76%, which interest rate will be reset quarterly as described in this prospectus supplement, and will mature on March 15, 2014. Interest on the floating rate notes will accrue from March 22, 2011 and will be payable on March 15, June 15, September 15 and December 15 of each year, beginning on June 15, 2011, and at maturity. The floating rate notes will not be subject to redemption at our option. The notes will be our unsecured and unsubordinated obligations and will rank on a parity in right of payment with all of our other unsecured and unsubordinated indebtedness.

Investing in the notes involves risks. See the Risk Factors section on page 6 of the accompanying prospectus.

	Fixed Rate Notes		Floating Rate Notes	
	Per Note	Total	Per Note	Total
Public Offering Price ⁽¹⁾	99.876%	\$ 499,380,000	100.000%	\$ 300,000,000
Underwriting Discount	0.400%	\$ 2,000,000	0.400%	\$ 1,200,000
Proceeds to Sempra Energy (before expenses) ⁽¹⁾	99.476%	\$ 497,380,000	99.600%	\$ 298,800,000

⁽¹⁾ Plus accrued interest from March 22, 2011 if settlement occurs after that date.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

Edgar Filing: SEMPRA ENERGY - Form 424B2

We expect the notes will be ready for delivery through The Depository Trust Company on or about March 22, 2011.

Joint Book-Running Managers

Citi

J.P. Morgan

Wells Fargo Securities

RBC Capital Markets SOCIETE GENERALE UBS Investment Bank US Bancorp

March 17, 2011

Table of Contents

This document is in two parts. The first part is this prospectus supplement, which describes the specific terms of the offering of the notes and also adds to and updates information contained in the accompanying prospectus and the documents incorporated by reference in the accompanying prospectus. The second part is the accompanying prospectus, which gives more general information, some of which does not apply to the notes. If the description of the notes or the offering of the notes varies between this prospectus supplement and the accompanying prospectus, you should rely on the information in this prospectus supplement.

You should rely only on the information contained or incorporated by reference in this prospectus supplement, in the accompanying prospectus and in any related free writing prospectus issued by us. We have not, and the underwriters have not, authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. You should assume that the information appearing in this prospectus supplement, the accompanying prospectus and any such free writing prospectus is accurate only as of the date on their respective covers and that the information contained in documents incorporated by reference is accurate only as of the respective dates of those documents. Our business, financial condition, results of operations and prospects may have changed since that date.

TABLE OF CONTENTS

PROSPECTUS SUPPLEMENT

<u>Forward-Looking Statements</u>	S-1
<u>Summary Information</u>	S-2
<u>Use of Proceeds</u>	S-4
<u>Ratio of Earnings To Fixed Charges</u>	S-4
<u>Description of the Notes</u>	S-5
<u>Material United States Federal Tax Considerations</u>	S-10
<u>Underwriting</u>	S-15
<u>Legal Matters</u>	S-16
<u>Experts</u>	S-16

PROSPECTUS

<u>About This Prospectus</u>	1
<u>Forward-Looking Statements</u>	2
<u>Where You Can Find More Information</u>	3
<u>Sempra Energy</u>	5
<u>Risk Factors</u>	6
<u>Use of Proceeds</u>	7
<u>Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends</u>	8
<u>Description of Common Stock</u>	9
<u>Description of Debt Securities</u>	10
<u>Plan of Distribution</u>	23
<u>Legal Matters</u>	24
<u>Experts</u>	24

Table of Contents

FORWARD-LOOKING STATEMENTS

This prospectus supplement and the accompanying prospectus, the documents they incorporate by reference and any related free writing prospectus issued by us may contain statements that are not historical fact and constitute forward-looking statements. When we use words such as believe, expect, anticipate, intend, depend, should, plan, estimate, could, may, would, will, project, contemplate, similar expressions, or when we discuss our strategy, plans or intentions, we are making forward-looking statements. Forward-looking statements are necessarily based upon assumptions with respect to the future, involve risks and uncertainties and are not guarantees of performance. Factors, among others, that could cause our actual results and future actions to differ materially from those described in forward-looking statements include:

local, regional, national and international economic, competitive, political, legislative and regulatory conditions and developments;

actions by the California Public Utilities Commission, California State Legislature, California Department of Water Resources, Federal Energy Regulatory Commission, Federal Reserve Board and other regulatory and governmental bodies in the United States and other countries in which we operate;

capital market conditions, and inflation, interest and exchange rates;

energy markets, including the timing and extent of changes and volatility in commodity prices;

the availability of electric power, natural gas and liquefied natural gas;

weather conditions and conservation efforts;

war and terrorist attacks;

business, regulatory, environmental, and legal decisions and requirements;

the status of deregulation of retail natural gas and electricity delivery;

the timing and success of business development efforts;

the resolution of litigation; and

other uncertainties, all of which are difficult to predict and many of which are beyond our control.

We caution you not to rely unduly on any forward-looking statements. These risks and uncertainties are discussed in more detail under Risk Factors, Business and Management's Discussion and Analysis of Financial Condition and Results of Operations and elsewhere in our reports and

Edgar Filing: SEMPRA ENERGY - Form 424B2

other documents on file with the Securities and Exchange Commission (the SEC), that are incorporated by reference into the accompanying prospectus. You may obtain copies of these documents as described under [Where You Can Find More Information](#) in the accompanying prospectus.

S-1

Table of Contents

SUMMARY INFORMATION

The following information supplements, and should be read together with, the information contained in the accompanying prospectus and the documents incorporated by reference therein. You should carefully read this prospectus supplement and the accompanying prospectus, as well as the documents they incorporate by reference and any related free writing prospectus issued by us, before making an investment decision. Unless we state otherwise or the context otherwise requires, references appearing in this prospectus supplement to we, us and our should be read to refer to Sempra Energy and its subsidiaries.

Sempra Energy

Sempra Energy, based in San Diego, California, is a Fortune 500 energy services holding company. Our subsidiaries operate utilities, develop energy infrastructure and provide related products and services. Operations are divided principally between our California utility subsidiaries and our subsidiary Sempra Global.

Our California utility subsidiaries, Southern California Gas Company and San Diego Gas & Electric Company, serve approximately 24.4 million consumers. Natural gas service is provided throughout Southern California and portions of Central California through approximately 6.7 million meters. Electric service is provided throughout San Diego County and portions of Orange County, both in Southern California, through approximately 1.4 million meters.

Through its subsidiaries and affiliates, our Sempra Global subsidiary provides the following energy-related products and services:

Sempra Generation develops, owns and operates, or holds interests in, power plants and energy projects serving wholesale electricity markets in North America.

Sempra LNG develops, owns and operates receipt terminals for importing liquefied natural gas and the sale of natural gas.

Sempra Pipelines & Storage develops, owns and operates, or holds interests in, natural gas and propane pipelines, natural gas storage facilities and natural gas and electric service providers.

Sempra Commodities holds an interest in RBS Sempra Commodities LLP, a commodities-marketing business joint venture with The Royal Bank of Scotland plc. In 2010 and early 2011, The Royal Bank of Scotland plc and Sempra Energy sold substantially all of the businesses and assets of the joint venture in four separate transactions.

Our principal executive offices are located at 101 Ash Street, San Diego, California 92101 and our telephone number is (619) 696-2000.

Table of Contents

The Offering

Issuer	Sempra Energy.
Amount of Notes Offered	\$800,000,000 aggregate principal amount consisting of \$500,000,000 in principal amount of 2.00% Notes due 2014 (the fixed rate notes) and \$300,000,000 in principal amount of Floating Rate Notes due 2014 (the floating rate notes).
Maturity	Fixed rate notes: March 15, 2014. Floating rate notes: March 15, 2014.
Interest Rate	Fixed rate notes: 2.00% per annum, accruing from March 22, 2011. Floating rate notes: the 3 Month LIBOR Rate plus 0.76% per annum, accruing from March 22, 2011 and reset quarterly as described herein.
Interest Payment Dates	Fixed rate notes: March 15 and September 15 of each year, beginning September 15, 2011. Floating rate notes: March 15, June 15, September 15 and December 15 of each year, beginning on June 15, 2011 and subject to adjustment as described herein, and at maturity.
Ranking	The notes are our unsecured senior obligations. They will rank senior to all of our existing and future indebtedness, if any, that is subordinated to the notes and equally with all of our other existing and future unsecured senior indebtedness. The notes will be effectively subordinated to any secured indebtedness we may incur in the future (to the extent of the collateral securing such secured indebtedness) and will also be effectively subordinated to all indebtedness and other liabilities of our subsidiaries.
Optional Redemption	Fixed rate notes: At our option, we may redeem some or all of the fixed rate notes at any time under a make-whole redemption provision described in this prospectus supplement. See Description of the Notes Optional Redemption Fixed Rate Notes. Floating rate notes: The floating rate notes will not be subject to redemption at our option.
Covenants	The notes and the related indenture do not contain any financial or other similar restrictive covenants. However, we will be subject to the covenant described under the caption Description of Debt Securities Consolidation, Merger and Conveyance of Assets as an Entirety; No Financial Covenants in the accompanying prospectus.
Use of Proceeds	We estimate the net proceeds (after deducting underwriting discounts but before deducting other expenses of the offering) from this offering will be approximately \$796 million. We intend to use the net proceeds of the offering for general corporate purposes, including the repayment of commercial paper bearing interest at rates less than 1%.

Edgar Filing: SEMPRA ENERGY - Form 424B2

As used on this page, references to we, us and our mean Sempra Energy excluding its subsidiaries.

S-3

Table of Contents**USE OF PROCEEDS**

We intend to use the net proceeds of approximately \$796 million (after deducting underwriting discounts but before deducting other expenses of the offering) from the sale of the notes for general corporate purposes, including the repayment of commercial paper bearing interest at rates less than 1%. We estimate that the expenses for this offering, excluding underwriting discounts, will be approximately \$250,000.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratio of earnings to fixed charges for each of the five years in the period ended December 31, 2010.

	Years Ended December 31,				
	2010	2009	2008	2007	2006
Ratio of earnings to fixed charges	3.48	3.94	3.80	4.63	5.47

We determined the ratio of earnings to fixed charges by dividing (a) the sum of pretax income (excluding undistributed income of equity investees, preferred dividends of subsidiaries and capitalized interest) and fixed charges by (b) fixed charges consisting of all interest expense (before allowances for borrowed funds used during construction), preferred dividends of subsidiaries, one-third of rent expense (which approximates the interest component of such expense) and amortization of debt issuance costs.

Table of Contents

DESCRIPTION OF THE NOTES

The fixed rate notes and the floating rate notes will each be a series of our senior debt securities issued under an indenture between Sempra Energy, as issuer, and U.S. Bank National Association, as trustee. In this section and under the caption "Description of Debt Securities" in the accompanying prospectus, references to "Sempra Energy," "we," "our," "us" and "the Company" mean Sempra Energy excluding, unless otherwise expressly stated or the context otherwise requires, its subsidiaries.

The summary of selected provisions of the notes and the indenture appearing below supplements, and to the extent inconsistent supersedes and replaces, the description of the general terms and provisions of the senior debt securities and the indenture contained in the accompanying prospectus. This summary is not complete and is qualified by reference to provisions of the notes and the indenture. Forms of the notes and the indenture have been or will be filed with the SEC and you may obtain copies as described under "Where You Can Find More Information" in the accompanying prospectus.

Interest Rate and Maturity

Fixed Rate Notes

The fixed rate notes will bear interest at the rate of 2.00% per year computed on the basis of a 360-day year of twelve 30-day months. Interest on the fixed rate notes will accrue from March 22, 2011 and will be payable semi-annually in arrears on March 15 and September 15 of each year, beginning on September 15, 2011, to the holders of record at the close of business on the immediately preceding March 1 and September 1, respectively.

The fixed rate notes will mature on March 15, 2014. The fixed rate notes are subject to earlier redemption at our option as described under "Optional Redemption" Fixed Rate Notes.

If any interest payment date, redemption date or the maturity date of the fixed rate notes 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.

Floating Rate Notes

Interest on the floating rate notes will accrue from March 22, 2011 and will be payable quarterly, in arrears, on March 15, June 15, September 15 and December 15 of each year, beginning on June 15, 2011, and at maturity; provided that if any interest payment date for the floating rate notes (other than the interest payment date falling on the maturity date of the floating rate notes) is not a floating rate business day (as defined below), such interest payment date will be moved to, and will be, the next succeeding floating rate business day, except that if such next succeeding floating rate business day is in the next succeeding calendar month, such interest payment date (other than the interest payment date falling on

Edgar Filing: SEMPRA ENERGY - Form 424B2

the maturity date of the floating rate notes) will be moved to, and will be, the immediately preceding floating rate business day. If the maturity date of the floating rate notes is not a floating rate business day, we will pay interest and principal due on the maturity date on the next succeeding day that is a floating rate business day as if such payment were made on the date such payment was due, and no interest will accrue on the amounts so payable for the period from and after the maturity date to the immediately succeeding floating rate business day. We will make each interest payment on the floating rate notes to the holders of record of the floating rate notes at the close of business on the 15th calendar day, whether or not a floating rate business day, immediately preceding the applicable interest payment date; provided that interest payable on the maturity date of the floating rate notes will be paid to the persons to whom principal is paid.

The interest rate on the floating rate notes for the period from and including their original issue date to but excluding the interest payment date falling in June 2011 will be equal to the 3 Month LIBOR Rate (as defined below), determined as of the second London banking day (as defined below) immediately preceding the original

S-5

Table of Contents

issue date of the floating rate notes, plus 0.76% per year. Interest on the floating rate notes will be reset on each interest payment date (each of these dates is called an interest reset date), beginning with the interest reset date falling in June 2011, and will be equal to the 3 Month LIBOR Rate, determined as of the second London banking day immediately preceding the applicable interest reset date, plus 0.76% per year. The interest rate on the floating rate notes will in no event be higher than the maximum rate permitted by New York law as the same may be modified by United States law of general application.

Interest payable on any interest payment date or on the maturity date of the floating rate notes shall be the amount of interest accrued from, and including, the immediately preceding interest payment date in respect of which interest has been paid or duly provided for on the floating rate notes (or from and including the original issue date of the floating rate notes if no interest has been paid or duly provided for on the floating rate notes) to, but not including, such interest payment date or the maturity date, as the case may be.

The floating rate notes will mature on March 15, 2014 and are not subject to redemption at our option.

The 3 Month LIBOR Rate will be determined by the calculation agent referred to below in accordance with the following provisions:

3 Month LIBOR Rate means the rate for deposits in U.S. dollars for the 3-month period commencing on the applicable interest reset date which appears on Reuters Screen LIBOR01 Page (as defined below) at approximately 11:00 a.m., London time, on the second London banking day prior to such interest reset date. If this rate does not appear on Reuters Screen LIBOR01 Page, the calculation agent will determine the rate on the basis of the rates at which deposits in U.S. dollars are offered by four major banks in the London interbank market selected by the calculation agent (which may include affiliates of the underwriters) at approximately 11:00 a.m., London time, on the second London banking day prior to the applicable interest reset date to prime banks in the London interbank market for a period of three months commencing on that interest reset date and in a principal amount equal to an amount not less than U.S. \$1,000,000 that is representative for a single transaction in such market at such time. In such case, the calculation agent will request the principal London office of each of the aforesaid major banks to provide a quotation of such rate. If at least two such quotations are provided, the rate for that interest reset date will be the arithmetic mean of the quotations, and, if fewer than two quotations are provided as requested, the rate for that interest reset date will be the arithmetic mean of the rates quoted by three major banks in New York City selected by the calculation agent (which may include affiliates of the underwriters), at approximately 11:00 a.m., New York City time, on the second London banking day prior to the applicable interest reset date for loans in U.S. dollars to leading European banks for a period of three months commencing on that interest reset date and in a principal amount equal to an amount not less than U.S. \$1,000,000 that is representative for a single transaction in such market at such time; provided, however, that if the banks selected as aforesaid by the calculation agent are not quoting such rates as mentioned in this sentence, the 3 Month LIBOR Rate commencing as of such interest reset date will be the 3 Month LIBOR Rate as in effect on the second London banking day immediately preceding such interest reset date. A London banking day is any day on which dealings in U.S. dollars are transacted in the London interbank market. Solely for purposes of this paragraph, the term interest reset date shall be deemed to include the original issue date of the floating rate notes.

The term Reuters Screen LIBOR01 Page means the display designated on page LIBOR01 on Reuters (or such other page as may replace the LIBOR01 page on that service or any successor service for the purpose of displaying London interbank offered rates for U.S. dollar deposits of major banks). The term floating rate business day means any day (1) that is a Business Day (as defined in the indenture referred to above) in The City of New York, and (2) that is also a London banking day.

The calculation agent will, upon the request of the registered holder of any floating rate note, provide the interest rate then in effect. The trustee will serve as the calculation agent until such time, if any, as we appoint a successor calculation agent. All calculations made by the calculation agent in the absence of manifest error shall

Table of Contents

be conclusive for all purposes and binding on us and the holders of the floating rate notes. We may appoint a successor calculation agent with the written consent of the trustee.

All percentages resulting from any calculation of the interest rate with respect to the floating rate notes will be rounded, if necessary, to the nearest one-hundred thousandth of a percentage point, with five one-millionths of a percentage point rounded upwards (for example, 9.876545% (or .09876545) being rounded to 9.87655% (or .0987655) and 9.876544% (or .09876544) being rounded to 9.87654% (or .0987654)), and all dollar amounts in or resulting from any such calculation will be rounded to the nearest cent (with one-half cent being rounded upwards).

Interest on the floating rate notes will be computed on the basis of a 360-day year and the actual number of days in the applicable period.

Ranking

The notes will be our unsecured and unsubordinated obligations and will rank on a parity in right of payment with all of our other unsecured and unsubordinated indebtedness. The notes are our obligations exclusively, and are not the obligations of any of our subsidiaries. Because we conduct our operations primarily through our subsidiaries and substantially all of our consolidated assets are held by our subsidiaries, the notes will be effectively subordinated to all existing and future indebtedness and other liabilities of our subsidiaries. At December 31, 2010, our subsidiaries had total consolidated liabilities of \$18.7 billion, including \$1.8 billion owed to us. See *Description of Debt Securities Holding Company Structure* in the accompanying prospectus.

Optional Redemption

Fixed Rate Notes

We will be entitled to redeem the fixed rate notes at our option as described below.

All or a portion of the fixed rate notes may be redeemed at our option at any time or from time to time at a redemption price for any redemption date equal to the greater of the following amounts:

100% of principal amount of the fixed rate notes being redeemed on that redemption date; or

the sum of the present values of the remaining scheduled payments of principal and interest on the fixed rate notes being redeemed on that redemption date (not including any portion of any payments of interest accrued to the redemption date) discounted to the redemption date on a semi-annual basis at the Adjusted Treasury Rate (as defined below) plus 15 basis points, as determined by the Independent Investment Banker (as defined below),

Edgar Filing: SEMPRA ENERGY - Form 424B2

plus, in each case, accrued and unpaid interest on the fixed rate notes to be redeemed to the redemption date. Notwithstanding the foregoing, installments of interest on the fixed rate notes that are due and payable on any interest payment date falling on or prior to a redemption date will be payable on that interest payment date to the registered holders as of the close of business on the relevant record date according to the fixed rate notes and the indenture. The redemption price will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Adjusted Treasury Rate means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

Comparable Treasury Issue means, with respect to any redemption date, the United States Treasury security selected by the Independent Investment Banker as having a maturity comparable to the remaining term

S-7

Table of Contents

of the fixed rate notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such notes.

Comparable Treasury Price means, with respect to any redemption date, (A) the average of the Reference Treasury Dealer Quotations for such redemption date or (B) if only one Reference Treasury Dealer Quotation is received, such quotation.

Independent Investment Banker means, with respect to any redemption date, one of the Reference Treasury Dealers appointed by us to act as the Independent Investment Banker.

Reference Treasury Dealer means, with respect to any redemption date, (A) Citigroup Global Markets Inc., J.P. Morgan Securities LLC and a Primary Treasury Dealer (as defined herein) selected by Wells Fargo Securities, LLC (or their respective affiliates which are Primary Treasury Dealers), and their respective successors; provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States (a Primary Treasury Dealer), we will substitute therefor another Primary Treasury Dealer; and (B) any other Primary Treasury Dealer(s) selected by us.

Reference Treasury Dealer Quotation means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by us, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to us by such Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third business day preceding such redemption date. As used in the preceding sentence, business day means any day (other than a Saturday or Sunday) on which banking institutions in The City of New York are not authorized or obligated by law or executive order to remain closed.

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 fixed rate notes to be redeemed. Once notice of redemption is mailed, the fixed rate notes called for redemption will become due and payable on the redemption date at the applicable redemption price, plus accrued and unpaid interest to the redemption date, and will be paid upon surrender thereof for redemption. If only part of a fixed rate note is redeemed, the trustee will deliver a new fixed rate note in a principal amount equal to the unredeemed portion of the principal of the fixed rate note surrendered for redemption. If we elect to redeem all or a portion of the fixed rate notes, that redemption will not be conditional upon receipt by the paying agent or the trustee of monies sufficient to pay the redemption price.

Unless we default in payment of the redemption price, on and after the redemption date interest will cease to accrue on the fixed rate notes or portions thereof called for redemption.

Floating Rate Notes

The floating rate notes will not be subject to redemption at our option.

Other

Edgar Filing: SEMPRA ENERGY - Form 424B2

No series of notes will be subject to a sinking fund and you will not be permitted to require us to redeem or repurchase the notes of any series at your option.

We will pay principal of and premium, if any, on the notes at stated maturity, upon redemption (in the case of the fixed rate notes) or otherwise, upon presentation of the notes at the office of the trustee, as our paying agent. In our discretion, we may appoint one or more additional paying agents and security registrars and designate one or more additional places for payment and for registration of transfer, but we must at all times maintain a place of payment of the notes and a place for registration of transfer of the notes in the Borough of Manhattan, The City of New York.

S-8

Table of Contents

We may, from time to time, without notice to or the consent of the holders of the notes of any series, increase the principal amount of the notes of any series under the indenture and issue such increased principal amount (or any portion thereof), in which case any additional notes of such series so issued shall have the same form and terms (other than the date of issuance and, under certain circumstances, the date from which interest thereon shall begin to accrue and the first interest payment date), and shall carry the same right to receive accrued and unpaid interest, as the notes of such series previously issued and such additional notes shall form a single series with the notes of such series offered by this prospectus supplement, provided that such additional notes of such series shall be fungible with the notes of such series offered by this prospectus supplement for United States federal income tax purposes.

The notes of each series 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, as Depository, and registered in the name of Cede & Co., its nominee. This means that you will not be entitled to receive a certificate for the notes that you purchase except in limited circumstances set forth in the indenture. The notes will be issued only in fully registered form without coupons, in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. We expect that payments due on notes in book-entry form will be paid by wire transfer of funds to the Depository or its nominee.

Table of Contents

MATERIAL UNITED STATES FEDERAL TAX CONSIDERATIONS

The following is a summary of certain material United States federal income tax considerations relating to the purchase, ownership and disposition of the notes, but does not purport to be a complete analysis of all the potential tax considerations relating thereto. This summary is based upon the provisions of the Internal Revenue Code of 1986, as amended (the Code), Treasury Regulations promulgated thereunder, administrative rulings and judicial decisions, each as of the date hereof. These authorities may be changed, perhaps retroactively, so as to result in United States federal income tax consequences different from those set forth below. We have not sought any ruling from the Internal Revenue Service or an opinion of counsel with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the Internal Revenue Service will agree with such statements and conclusions.

This summary is limited to holders who purchase the notes upon their initial issuance at their initial issue price (which will equal the first price at which a substantial amount of notes is sold to the public for cash) and who hold the notes as capital assets (generally, property held for investment). This summary also does not address United States federal estate or gift tax laws or the tax considerations arising under the laws of any foreign, state or local jurisdiction. In addition, this discussion does not address all tax considerations that may be applicable to a holder's particular circumstances or to holders that may be subject to special tax rules, including, without limitation:

holders subject to the alternative minimum tax;

banks, insurance companies or other financial institutions;

tax-exempt organizations;

regulated investment companies or real estate investment trusts;

dealers in securities or commodities;

traders in securities that elect to use a mark-to-market method of accounting for their securities holdings;

foreign persons or entities (except to the extent specifically set forth below);

S-corporations, partnerships or other pass-through entities;

expatriates and certain former citizens or long-term residents of the United States;

U.S. holders (as defined below) whose functional currency is not the United States dollar;

persons who hold the notes as a position in a hedging transaction, straddle, conversion transaction or other risk reduction transaction; or

Edgar Filing: SEMPRA ENERGY - Form 424B2

persons deemed to sell the notes under the constructive sale provisions of the Code.

If a partnership (or other entity taxable as a partnership for United States federal income tax purposes) holds notes, the tax treatment of a partner in the partnership generally will depend upon the status of the partner and the activities of the partnership. If you are a partner in a partnership holding our notes, you should consult your tax advisor regarding the tax consequences of the purchase, ownership and disposition of the notes.

THIS SUMMARY OF CERTAIN MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE. YOU ARE URGED TO CONSULT YOUR TAX ADVISOR WITH RESPECT TO THE APPLICATION OF UNITED STATES FEDERAL INCOME TAX LAWS TO YOUR PARTICULAR SITUATION AS WELL AS ANY TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE NOTES ARISING UNDER UNITED STATES FEDERAL ESTATE OR GIFT TAX RULES OR UNDER THE LAWS OF ANY STATE, LOCAL, FOREIGN OR OTHER TAXING JURISDICTION OR UNDER ANY APPLICABLE TAX TREATY.

S-10

Table of Contents

Consequences to U.S. Holders

The following is a summary of certain material United States federal income tax consequences that will apply to you if you are a U.S. holder (as defined below) of the notes. Certain consequences to non-U.S. holders (as defined below) of the notes are described under *Consequences to Non-U.S. Holders* below. The term *U.S. holder* means a beneficial owner of a note that is:

an individual who is a citizen or resident of the United States;

a corporation (or other entity taxable as a corporation for United States federal income tax purposes) created or organized in or under the laws of the United States or of any state thereof or the District of Columbia;

an estate the income of which is subject to United States federal income taxation regardless of its source; or

a trust that (i) is subject to the primary supervision of a United States court and the control of one or more United States persons or (ii) has a valid election in effect under applicable Treasury Regulations to be treated as a United States person.

Payments of Interest

You generally will be required to recognize any stated interest as ordinary income at the time it is paid or accrued on the notes in accordance with your regular method of accounting for United States federal income tax purposes.

Optional Redemption

As described under the heading *Description of the Notes - Optional Redemption - Fixed Rate Notes*, we may be obligated to pay amounts in excess of stated interest and principal on the fixed rate notes if we redeem the fixed rate notes at our option. We intend to take the position that the fixed rate notes should not be treated as contingent payment debt instruments because of the possibility of such additional payments. This position is based, in part, on our assumptions regarding the likelihood, as of the date of issuance of the fixed rate notes, that such additional payments will have to be paid. Assuming such position is respected, any such additional amounts paid to you pursuant to any such redemption would be taxable as described below in *Consequences to U.S. Holders - Sale, Exchange, Redemption or Other Taxable Disposition of Notes*. Our position is binding on you unless you disclose your contrary position in the manner required by applicable Treasury Regulations. The Internal Revenue Service, however, may take a position contrary to our position, which could affect the timing and character of your income and the timing of our deductions with respect to the fixed rate notes. The remainder of this discussion assumes that the fixed rate notes are not treated as contingent payment debt instruments.

Sale, Exchange, Redemption or Other Taxable Disposition of Notes

Edgar Filing: SEMPRA ENERGY - Form 424B2

You generally will recognize capital gain or loss upon the sale, exchange, redemption or other taxable disposition of a note in an amount equal to the difference between (i) the sum of cash plus the fair market value of all other property received on such disposition (except to the extent such cash or property is attributable to accrued but unpaid interest not previously included in income, which generally will be taxable as ordinary income) and (ii) your adjusted tax basis in the note. Your adjusted tax basis in a note generally will equal the amount you paid for the note. Under current law, if you are a non-corporate U.S. holder, including an individual, and have held the note for more than one year at the time of disposition, such capital gain generally will be subject to tax at a maximum rate of 15%, which maximum tax rate currently is scheduled to increase to 20% for dispositions occurring during taxable years beginning on or after January 1, 2013. Your ability to deduct capital losses may be limited.

S-11

Table of Contents

Backup Withholding and Information Reporting

Payments of interest and principal on notes held by U.S. holders and the proceeds received upon the sale, exchange, redemption or other disposition of such notes may be subject to information reporting and backup withholding. Payments to certain holders (including, among others, certain tax-exempt organizations) are generally not subject to information reporting or backup withholding. If you are a U.S. holder and you are not otherwise exempt, payments to you will be subject to backup withholding if:

you fail to furnish your taxpayer identification number (TIN), which, for an individual, is ordinarily his or her social security number, in the manner required by the Code and applicable Treasury Regulations;

we or our agent (or other payor) are notified by the Internal Revenue Service that the TIN you furnished is incorrect;

there has been a notified payee underreporting with respect to interest or dividends paid to you, as described in the Code; or

you have failed to certify under penalty of perjury that you have furnished a correct TIN and that you are not subject to backup withholding under the Code.

You should consult your tax advisor regarding your qualification for an exemption from backup withholding and information reporting and the procedures for obtaining such an exemption, if applicable. Backup withholding is not an additional tax, and you may use amounts withheld under the backup withholding rules as a credit against your United States federal income tax liability or may claim a refund as long as you provide the required information to the Internal Revenue Service in a timely manner.

Consequences to Non-U.S. Holders

The following is a summary of certain material United States federal income tax consequences that will apply to you if you are a non-U.S. holder of notes. The term non-U.S. holder means a beneficial owner of a note that is not a U.S. holder.

Special rules may apply to certain non-U.S. holders such as controlled foreign corporations and passive foreign investment companies. Such entities should consult their tax advisors to determine the United States federal, state, local and other tax consequences that may be relevant to them.

Payments of Interest

The 30% United States federal withholding tax will not apply to any payment to you of interest on a note provided that such interest is not effectively connected with your conduct of a United States trade or business and:

Edgar Filing: SEMPRA ENERGY - Form 424B2

you do not own, actually or constructively, 10% or more of the total combined voting power of all classes of our stock entitled to vote;

you are not a controlled foreign corporation with respect to which we are, directly or indirectly, a related person ;

you are not a bank receiving interest pursuant to a loan agreement entered into in the ordinary course of your trade or business; and

(a) you provide your name and address, and certify, under penalties of perjury, that you are not a United States person (which certification may be made on an Internal Revenue Service Form W-8BEN (or successor form)) or (b) a securities clearing organization, bank, or other financial institution that holds customers' securities in the ordinary course of its business holds the note on your behalf and certifies,

S-12

Table of Contents

under penalties of perjury, that it has received Internal Revenue Service Form W-8BEN from you or from another qualifying financial institution intermediary, and, in certain circumstances, provides a copy of the Internal Revenue Service Form W-8BEN. If you hold your notes through certain foreign intermediaries or certain foreign partnerships, such foreign intermediaries or partnerships must also satisfy the certification requirements of applicable Treasury Regulations.

If you cannot satisfy the requirements described above, you will be subject to the 30% United States federal withholding tax with respect to payments of interest on the notes, unless you provide us with a properly executed (1) Internal Revenue Service Form W-8BEN (or successor form) claiming an exemption from or reduction in withholding under the benefit of an applicable United States income tax treaty or (2) Internal Revenue Service Form W-8ECI (or successor form) stating that the interest paid on the note is not subject to withholding tax because it is effectively connected with your conduct of a trade or business in the United States.

If you are engaged in a trade or business in the United States and interest on a note is effectively connected with your conduct of that trade or business (and, if an income tax treaty applies, such interest is attributable to a permanent establishment maintained by you in the United States), you will be subject to United States federal income tax on that interest on a net income basis (although you will be exempt from the 30% withholding tax, provided the certification requirements described above are satisfied) in the same manner as if you were a United States person as defined under the Code. In addition, if you are a foreign corporation, you may be subject to a branch profits tax equal to 30% (or lower applicable treaty rate) of your earnings and profits for the taxable year, subject to adjustments, that are effectively connected with your conduct of a trade or business in the United States. For this purpose, interest will be included in the earnings and profits of such foreign corporation.

Optional Redemption

As described under the heading *Description of the Notes Optional Redemption Fixed Rate Notes*, we may be obligated to pay amounts in excess of stated interest and principal on the fixed rate notes if we redeem the fixed rate notes at our option. As discussed above, we intend to treat any amounts paid to you pursuant to any such redemption as additional amounts paid for the fixed rate notes, subject to the rules described below in *Consequences to Non-U.S. Holders Sale, Exchange, Redemption or Other Taxable Disposition of Notes*.

Sale, Exchange, Redemption or Other Taxable Disposition of Notes

Any gain realized upon the sale, exchange, redemption or other taxable disposition of a note (other than any amount allocable to accrued and unpaid interest, which is taxable as interest and may be subject to the rules discussed above in *Consequences to Non-U.S. Holders Payments of Interest*) generally will not be subject to United States federal income tax unless:

that gain is effectively connected with your conduct of a trade or business in the United States (and, if an income tax treaty applies, such gain is attributable to a permanent establishment maintained by you in the United States); or

you are an individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met.