



DIVISION OF
CORPORATION FINANCE

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

March 15, 2022

Elizabeth A. Ising
Gibson, Dunn & Crutcher LLP

Re: Sempra Energy (the "Company")
Incoming letter dated December 15, 2021

Dear Ms. Ising:

This letter is in response to your correspondence concerning the shareholder proposal (the "Proposal") submitted to the Company by Walter O. Garcia (the "Proponent") for inclusion in the Company's proxy materials for its upcoming annual meeting of security holders.

The Proposal requests that the board create a standing committee to oversee the Company's response to domestic and international developments in human rights that affect Sempra Energy business.

There appears to be some basis for your view that the Company may exclude the Proposal under Rule 14a-8(i)(4) because it relates to the redress of a personal claim or grievance, and is designed to result in a benefit to the Proponent, or to further a personal interest, which is not shared by the Company's other shareholders at large. Accordingly, we will not recommend enforcement action to the Commission if the Company omits the Proposal from its proxy materials in reliance on Rule 14a-8(i)(4). In reaching this position, we have not found it necessary to address the alternative basis for omission upon which the Company relies.

Copies of all of the correspondence on which this response is based will be made available on our website at <https://www.sec.gov/corpfin/2021-2022-shareholder-proposals-no-action>.

Sincerely,

Rule 14a-8 Review Team

cc: Walter O. Garcia

December 15, 2021

VIA E-MAIL

Office of Chief Counsel
Division of Corporation Finance
Securities and Exchange Commission
100 F Street, NE
Washington, DC 20549

Re: *Sempra Energy*
Shareholder Proposal of Walter O. Garcia
Securities Exchange Act of 1934—Rule 14a-8

Ladies and Gentlemen:

This letter is to inform you that our client, Sempra Energy (the “Company”), intends to omit from its proxy statement and form of proxy for its 2022 Annual Meeting of Shareholders (collectively, the “2022 Proxy Materials”) a shareholder proposal (the “Proposal”) and statements in support thereof (the “Supporting Statement”) received from Walter O. Garcia (the “Proponent”).

Pursuant to Rule 14a-8(j), we have:

- filed this letter with the Securities and Exchange Commission (the “Commission”) no later than eighty (80) calendar days before the Company intends to file its definitive 2022 Proxy Materials with the Commission; and
- concurrently sent copies of this correspondence to the Proponent.

Rule 14a-8(k) and Staff Legal Bulletin No. 14D (Nov. 7, 2008) (“SLB 14D”) provide that shareholder proponents are required to send companies a copy of any correspondence that the proponents elect to submit to the Commission or the staff of the Division of Corporation Finance (the “Staff”). Accordingly, we are taking this opportunity to inform the Proponent that if the Proponent elects to submit additional correspondence to the Commission or the Staff with respect to this Proposal, a copy of that correspondence should be furnished concurrently to the undersigned on behalf of the Company pursuant to Rule 14a-8(k) and SLB 14D.

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THE PROPOSAL

The Proposal states:

RESOLVED: Shareholder of Sempra Energy requests that the Board of Directors create a standing committee to oversee the Company's response to domestic and international developments in human rights that affect Sempra Energy business.

A copy of the Proposal, the Supporting Statement, as well as related correspondence with the Proponent, is attached to this letter as Exhibit A.

BASES FOR EXCLUSION

We hereby respectfully request that the Staff concur in our view that the Proposal may be excluded from the 2022 Proxy Materials pursuant to:

- Rule 14a-8(i)(10) because the Company has substantially implemented the Proposal through the delegation by the Company's Board of Directors (the "Board") to its Safety, Sustainability and Technology Committee (the "SST Committee") of oversight of the human rights matters requested by the Proposal, as set forth in the SST Committee Charter (hereafter defined);¹ and
- Rule 14a-8(i)(4) because the Proposal relates to the redress of a personal grievance and is designed to benefit the Proponent in a manner that is not in the common interest of the Company's shareholders.

¹ The Company's Safety, Sustainability and Technology Committee Charter ("SST Committee Charter"), as adopted by the Board and amended through November 17, 2021, is available at <https://www.sempra.com/sites/default/files/content/files/node-media-document/2021/2021%20Nov%2017%20SE%20Safety%20Sustainability%20and%20Technology%20Cte%20CHARTER.pdf>.

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ANALYSIS

I. The Proposal May Be Excluded Under Rule 14a-8(i)(10) Because It Has Been Substantially Implemented

A. Background On The Substantial Implementation Standard Under Rule 14a-8(i)(10)

Rule 14a-8(i)(10) permits the exclusion of a shareholder proposal “[i]f the company has already substantially implemented the proposal.” The Commission stated in 1976 that the predecessor to Rule 14a-8(i)(10) was “designed to avoid the possibility of shareholders having to consider matters which already have been favorably acted upon by the management.” *See* Exchange Act Release No. 12598 (July 7, 1976). Originally, the Staff narrowly interpreted this predecessor rule and granted no-action relief for the exclusion of proposals on this basis only when proposals were “‘fully’ effected” by the company. *See* Exchange Act Release No. 19135 (Oct. 14, 1982) (the “1982 Release”). By 1983, the Commission recognized that the “previous formalistic application of [the Rule] defeated its purpose” because proponents were successfully convincing the Staff to deny no-action relief by submitting proposals that differed from existing company policy by only a few words. Exchange Act Release No. 20091 at § II.E.6 (Aug. 16, 1983) (the “1983 Release”). Therefore, in 1983, the Commission adopted a revised interpretation to the rule to permit the omission of proposals that had been “substantially implemented.” *Id.* The 1998 amendments to Rule 14a-8 codified this position. *See* Exchange Act Release No. 40018 (May 21, 1998) (the “1998 Release”), at n.30 and accompanying text.

Under this standard, when a company can demonstrate that it already has taken actions to address the underlying concerns and essential objectives of a shareholder proposal, the Staff has concurred that the proposal has been “substantially implemented” and may be excluded from the company’s proxy materials as moot. The Staff has noted that “a determination that the company has substantially implemented the proposal depends upon whether [the company’s] particular policies, practices and procedures compare favorably with the guidelines of the proposal.” *Texaco, Inc.* (avail. Mar. 28, 1991).

A company need not implement a proposal in exactly the same manner as set forth by the proponent. *See* 1998 Release at n.30 and accompanying text. The Staff has not required that a company implement the action requested in a proposal exactly in all details but has been willing to issue no-action relief under the predecessor of Rule 14a-8(i)(10) in situations where the “essential objective” of the proposal had been satisfied. *See General Motors Corp.* (avail. Mar. 4, 1996) (concurring with the exclusion of a proposal where the company argued, “[i]f the mootness requirement of paragraph (c)(10) [of the predecessor rule] were

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applied too strictly, the intention of [the rule]—permitting exclusion of ‘substantially implemented’ proposals—could be evaded merely by including some element in the proposal that differs from the registrant’s policy or practice.”). Thus, differences between a company’s actions and a shareholder proposal are permitted as long as the company’s actions satisfactorily address the proposal’s essential objectives. For example, in *The Boeing Co.* (avail. Feb. 17, 2011), the Staff concurred with exclusion under Rule 14a-8(i)(10) of a proposal requesting that the company “review its policies related to human rights” and report its findings, where the company had already adopted human rights policies and provided an annual report on corporate citizenship. *See also The Dow Chemical Co.* (avail. Mar. 18, 2014, *recon. denied* Mar. 25, 2014) (concurring with the exclusion under Rule 14a-8(i)(10) of a proposal that requested a report on the company’s evaluation of a particular issue, where the proponents disputed statements made in the company’s report); and *Walgreen Co.* (avail. Sept. 26, 2013) (concurring with the exclusion of a proposal requesting elimination of supermajority voting requirements in the company’s governing documents where the company had eliminated all but one supermajority voting requirement).

B. The SST Committee’s Oversight Of Human Rights Issues Related To The Company’s Business Substantially Implements The Proposal

The Proposal “requests that the Board of Directors create a standing committee to oversee the Company’s response to domestic and international developments in human rights that affect [the Company’s] business.”

The Company is committed to addressing human rights matters, including working “to prevent, mitigate and account for how [the Company] address[es] potential adverse human rights risks and impacts from [the Company’s] activities,” as reflected in the Company’s Human Rights Policy.² For example, the Human Rights Policy notes that the Company “believe[s] in the dignity, human rights and personal aspirations of all people.”³ In this regard, the Human Rights Policy states that the Company supports various international human rights standards and principles—including those cited in the Supporting Statement—including the United Nations Guiding Principles on Business and Human Rights, the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights, and the

² The Company’s Human Rights Policy is available at https://www.sempra.com/sites/default/files/content/files/node-media-document/2021/Sempra_Human-Rights-Policy.pdf.

³ *Id.*

(Cont’d on next page)

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International Labor Organization's Declaration on Fundamental Principles and Rights at Work.

The Board oversees the Company's efforts in this regard through the SST Committee, one of the Board's standing committees,⁴ which focuses on "health, safety, security (including cybersecurity), technology, climate change, sustainability and other related environmental, social and governance ("ESG") matters (including human rights) that affect the [Company]."⁵ In this regard, the Board-approved SST Committee Charter reflects that the purpose of the SST Committee includes overseeing these matters (including human rights) "at the global, national, regional and local levels," as well as evaluating ways to address these matters as part of the Company's business strategy.⁶ In addition, a key responsibility of the SST Committee, as set forth in Section 3.1(q) of the SST Committee Charter, is to "[r]eview and monitor the [Company's] Human Rights Policy and related implementation efforts, *including the [Company's] response to domestic and international developments in human rights that affect the [Company's] business*"⁷ (emphasis added). We further note that the SST Committee has oversight of the Company's annual Corporate Sustainability Report, which includes public disclosures about the Company's human rights policies and activities.⁸ Thus, as requested by the Proposal, the Board has already "create[d] a standing committee to oversee the Company's response to domestic and international developments in human rights that affect [the Company's] business."

These facts are similar to those recently addressed in *Citigroup, Inc.* (avail. Feb. 5, 2020) and *Bank of America Corp.* (avail. Feb. 5, 2020), both of which involved proposals nearly identical to the Proposal requesting that each company "create a standing committee to oversee the [c]ompany's responses to domestic and international developments in human rights." In *Citigroup, Inc.*, the Staff concurred that the company had substantially implemented the proposal because the nomination, governance and public affairs committee's charter delegated to that committee responsibility for oversight of public affairs issues, including the responsibility to "receive reports from and advise management on the

⁴ Sempra Energy 2021 Notice of Annual Shareholders Meeting and Proxy Statement, available at <https://www.sec.gov/Archives/edgar/data/1032208/000119312521095184/d108157ddef14a.htm> ("Our standing board committees consist of the Audit Committee, the Compensation and Talent Development Committee, the Corporate Governance Committee, *the Safety, Sustainability and Technology Committee* and the Executive Committee" (emphasis added)).

⁵ SST Committee Charter at Section I.

⁶ *Id.*

⁷ *Id.* at Section 3.1(q).

⁸ *Id.* at Section 3.1(k).

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[c]ompany’s sustainability policies and programs, including . . . human rights.” The company also had a policy on human rights that the committee regularly reviewed. Similarly, in *Bank of America Corp.*, the Staff concurred that the company had substantially implemented the proposal because the board’s governance committee and risk committee oversaw the company’s ESG matters and reputational risks (including issues and risks related to human rights). Specifically, it had chartered an ESG committee consisting of senior leaders from each of the company’s business lines that reported to the governance committee on ESG matters as well as reviewed and approved a framework that addressed human rights risks and the company’s position and processes related to human rights. In fact, here, the Company’s facts present an even stronger case for exclusion pursuant to Rule 14a-8(i)(10) because the SST Committee Charter *explicitly* provides for oversight of “the [Company’s] response to domestic and international developments in human rights that affect the [Company’s] business,” including the Company’s Human Rights Policy.⁹

It is well-established that proposals seeking the formation of a specific stand-alone board committee are excludable under Rule 14a-8(i)(10) even where the company has not formed the requested stand-alone committee if the company can demonstrate that relevant board-level oversight already exists. For example, in *Apple Inc.* (avail. Dec. 11, 2014) (“*Apple 2014*”), the proposal requested that the company “establish a [p]ublic [p]olicy [c]ommittee to assist the [b]oard of [d]irectors in overseeing the [c]ompany’s policies and practice that relate to public issues including human rights, . . . and others that may affect the [c]ompany’s operations, performance, reputation, and shareholders’ value.” The company argued that it had substantially implemented the proposal because its board’s audit committee had the primary responsibility for overseeing the company’s enterprise risk management, and in doing so was assisted by a “Risk Oversight Committee” consisting of key members of management, including the company’s chief financial officer and general counsel. The company noted that its Risk Oversight Committee reported regularly to the board’s audit committee. The Staff concurred with exclusion of the proposal, noting that the company’s “policies, practices and procedures compare favorably with the guidelines of the proposal and that Apple has, therefore, substantially implemented the proposal.” Similarly, in *Verizon Communications Inc.* (avail. Feb. 19, 2019), the Staff concurred with the exclusion of a proposal that requested the establishment of a public policy committee to oversee the company’s “policies and practices that relate to public policy issues . . . including, among other things, human rights.” In *Verizon*, the company had existing systems and controls, including an audit and finance committee of the board, designed to provide board-committee oversight of “important public policy issues” and “significant business risk exposures.” In concurring with the exclusion of the proposal under Rule 14a-8(i)(10), the

⁹ *Id.*

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Staff noted that it appeared the company’s “policies, practices and procedures compare favorably with the guidelines of the [p]roposal and that the [c]ompany ha[d], therefore, substantially implemented the [p]roposal.” *See also Apple Inc.* (avail. Nov. 19, 2018) (concurring with the exclusion of a proposal requesting the formation of an international policy committee of the board to oversee the company’s policies, including human rights, in which the company argued that the board’s existing audit and finance committee already had oversight of the company’s enterprise risk management and related polices); *The Goldman Sachs Group, Inc.* (avail. Feb. 12, 2014) (concurring with the exclusion of a proposal requesting the formation of a public policy committee as substantially implemented by the board’s existing corporate governance, nominating and public responsibility committee and its public responsibility subcommittee); *Entergy Corp.* (avail. Feb. 14, 2012) (concurring with the exclusion of a proposal that requested establishment of a committee to conduct a special review of certain nuclear matters when the board had an existing committee responsible for the matters referenced in the proposal).

The Company is aware that the Staff was unable to concur in the exclusion under Rule 14a-8(i)(10) of a substantially similar proposal submitted by the Proponent in *MetLife, Inc.* (avail. Apr. 9, 2020). There, the company argued that its governance, audit and risk committees oversaw developments in human rights and that it had established a management-level sustainability function that reported to the governance committee and was in charge of the corporate responsibility report, which mentioned certain human rights matters. However, the company did not point to any committee charter or policy that explicitly addressed board-level oversight of human rights risks, related developments or the company’s response to human rights matters. Unlike the situation in *MetLife*, the Board has delegated to a standing Board committee—as set forth in the SST Committee Charter—responsibility for oversight of the Company’s response to human rights developments, including the Company’s Human Rights Policy. Thus the Company’s policies, practices and procedures compare favorably to the Proposal’s request and merit relief pursuant to Rule 14a-8(i)(10).

As demonstrated above, the Company’s existing policies, practices and procedures substantially implement the Proposal consistent with Rule 14a-8(i)(10). Specifically, the Board created the SST Committee as a standing committee with an express purpose to oversee various matters (including human rights) “at the global, national, regional and local levels,” as well as to evaluate ways to address those matters as part of the Company’s business strategy.¹⁰ The Board also delegated to the SST Committee various responsibilities related to oversight of the Company’s commitment to respect human rights, including

¹⁰ *Id.* at Section I.

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“[r]eview[ing] and monitor[ing] the [Company’s] Human Rights Policy and related implementation efforts,” which include providing Board-level oversight of the Company’s “response to domestic and international developments in human rights that affect the [Company’s] business,” the exact request articulated in the Proposal.¹¹

For these reasons, the creation of a new standing committee by the Board, as requested in the Proposal, would be duplicative and unnecessary. The essential objective of the Proposal has been accomplished, consistent with *Citigroup*, *Bank of America*, *Apple 2014*, *Verizon* and the other well-established precedents cited above, and the Proposal therefore may be excluded from the 2022 Proxy Materials pursuant to Rule 14a-8(i)(10).

II. The Proposal May Be Excluded Under Rule 14a-8(i)(4) Because The Proposal Relates To The Redress Of A Personal Grievance And Is Designed To Benefit The Proponent In A Manner That Is Not In The Common Interest Of The Company’s Shareholders

Although the Proposal is phrased in terms that “might relate to matters which may be of general interest to all security holders,” it is clear from the Supporting Statement and the facts surrounding the submission of the Proposal that by submitting the Proposal the Proponent is attempting to use the shareholder proposal process as a tactic to redress a personal grievance against Galaz, Yamazaki, Ruiz Urquiza, S.C. (“Deloitte Mexico”), an affiliate of a member firm of Deloitte Touche Tohmatsu Limited (“DDTL”), related to certain retirement restrictions placed on the Proponent’s father. Deloitte & Touche LLP (“Deloitte”), a U.S. member firm of DDTL, is the Company’s independent registered public accounting firm. Inclusion of the Proposal in the 2022 Proxy Materials would thus provide a platform to publicize the Proponent’s personal grievance against Deloitte Mexico and against the Company as a result of the Company’s affiliation with Deloitte, and is designed to benefit the Proponent in a manner that is not in the common interest of the Company’s shareholders.

A. Background On Rule 14a-8(i)(4)

Rule 14a-8(i)(4) permits the exclusion of shareholder proposals that are either (i) related to the redress of a personal claim or grievance against a company or any other person, or (ii) designed to result in a benefit to a proponent or to further a personal interest of a proponent, which other shareholders at large do not share. The Commission has stated that Rule 14a-8(i)(4) is designed to “insure that the security holder proposal process [is] not abused by proponents attempting to achieve personal ends that are not necessarily in the common interest of the issuer’s shareholders generally.” 1983 Release. In addition, the

¹¹ *Id.* at Section III.

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Commission has stated, in discussing the predecessor of Rule 14a-8(i)(4) (Rule 14a-8(c)(4)), that Rule 14a-8 “is not intended to provide a means for a person to air or remedy some personal claim or grievance or to further some personal interest. Such use of the security holder proposal procedures is an abuse of the security holder proposal process. . . .” 1982 Release. Moreover, the Commission has noted that “[t]he cost and time involved in dealing with” a shareholder proposal involving a personal grievance or furthering a personal interest not shared by other shareholders is “a disservice to the interests of the issuer and its security holders at large.” 1982 Release. Thus, Rule 14a-8(i)(4) provides a means to exclude shareholder proposals the purpose of which is to “air or remedy” a personal grievance or advance some personal interest. This interpretation is consistent with the Commission’s statement at the time the rule was adopted that “the Commission does not believe that an issuer’s proxy materials are a proper forum for airing personal claims or grievances.” Exchange Act Release No. 12999 (Nov. 22, 1976).

The Commission also has confirmed that this basis for exclusion applies even to proposals phrased in terms that “might relate to matters which may be of general interest to all security holders,” and thus that Rule 14a-8(i)(4) justifies the omission of neutrally worded proposals “if it is clear from the facts presented by the issuer that the proponent is using the proposal as a tactic designed to redress a personal grievance or further a personal interest.” 1982 Release. Consistent with this interpretation of Rule 14a-8(i)(4), the Staff on numerous occasions has concurred with the exclusion of a proposal that included a facially neutral resolution, but the facts demonstrated that the proposal’s true intent was to further a personal interest or redress a personal claim or grievance. *See General Electric Co.* (avail. Feb. 14, 2020) (concurring with the exclusion of a proposal requesting that the company hire an investment bank to explore the sale of the company when the supporting statement included references to the proponent’s history of employment-related grievances with the company, noting that “[t]he Staff’s determination was heavily influenced by the inclusion of a link in the supporting statement to prior correspondence that discussed in detail the [p]roponent’s personal grievance against the [c]ompany” and stating “[t]he Commission has explained that it ‘does not believe an issuer’s proxy materials are a proper forum for airing personal claims or grievances’”); *American Express Co. (Lindner)* (avail. Jan. 13, 2011) (concurring with the exclusion of a proposal to amend an employee code of conduct to include mandatory penalties for non-compliance when brought by a former employee who previously sued the company on several occasions for discrimination, defamation and breach of contract); *State Street Corp.* (avail. Jan. 5, 2007) (concurring with the exclusion of a proposal requesting that the company separate the positions of chairman and CEO and provide for an independent chairman, brought by a former employee after that employee was ejected from the company’s previous annual meeting for disruptive conduct and engaged in a lengthy campaign of public harassment against the company and its CEO); *International Business*

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Machines Corp. (avail. Jan. 31, 1995) (concurring with the exclusion of a proposal to institute an arbitration mechanism to settle customer complaints, brought by a customer who had an ongoing complaint against the company in connection with the purchase of a software product).

As addressed below, although the Proposal is phrased in terms that “might relate to matters which may be of general interest to all security holders,” it is clear from the Supporting Statement and the facts surrounding the submission of the Proposal, including correspondence from the Proponent to the Company, that the Proponent is attempting to use the shareholder proposal process as a tactic to assert his personal grievance against Deloitte Mexico and, by affiliation, the Company, in light of the fact that the Company uses Deloitte as its independent registered public accounting firm. Thus, the Proposal is designed to further a personal interest of the Proponent, which is not shared by other shareholders at large. Accordingly, the Proposal is properly excludable under Rule 14a-8(i)(4).

B. Background On The Proponent’s Personal Grievance Against Deloitte Mexico and the Company

The Proposal represents the latest in a series of actions that the Proponent has taken to redress a personal grievance against Deloitte Mexico and against the Company, as a result of the Company’s affiliation with Deloitte. The Proponent’s personal grievance relates to Deloitte Mexico’s retirement policies that allegedly limit certain professional activities by retired partners as a condition of receiving their pension, which the Proponent believes violate the Constitution of Mexico and certain international principles of human rights, including the United Nations Guiding Principles on Business and Human Rights (the “Retirement Restrictions”).

Specifically, as admitted by the Proponent in a December 7, 2021 email to the Company (the “December Email”), the Proponent objects to Deloitte Mexico applying the Retirement Restrictions to his father, a retired partner of Deloitte Mexico who continues to receive retirement benefits from Deloitte Mexico and therefore remains subject to the Retirement Restrictions. *See Exhibit A.* For example, the December Email makes clear that the Company is being targeted because of its relationship with Deloitte Mexico (including the Proponent’s statement regarding his refusal to withdraw the Proposal “[c]onsidering that [the Company’s] message does not address [its] relationship with Deloitte Mexico”); questions the Company’s commitment to human rights based on allegations of “the flagrant violation of human rights by Deloitte Mexico, an important service provider of Sempra;” “[a]ttach[es] an official translation of the Deloitte Mexico policy referred to in the statement

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supporting the Proposal¹²,” refers to a specific paragraph of the Deloitte Mexico policy that the Proponent claims is “an egregious violation of human rights - a de facto prohibition of B partners, retired partners to work;” notes that “violation of the policy results in termination of pension payments;” and concedes that his father is a retired partner. In a letter to the Company, dated December 7, 2021 (the “Deloitte Letter”), Deloitte confirmed that the Proponent’s father “is currently receiving retirement benefits from Deloitte Mexico.” The Deloitte Letter is attached hereto as Exhibit B. The Proponent’s December Email goes on to attack Deloitte Mexico for, in the Proponent’s opinion, not complying with the Company’s Supplier Code of Business Conduct and urges Sempra to “do the right thing and not acquiesce to Deloitte Mexico’s continual flagrant violations of [...] human rights.”

We also note that the Proposal is just the latest effort by the Proponent to further his personal grievance with Deloitte Mexico and the Company. In 2018, the Proponent sent a letter to the Chairman of the Company’s Audit Committee requesting that the Committee not reappoint Deloitte as the Company’s independent registered public accounting firm for 2019 (the “Audit Committee Letter”). See Exhibit C. As support, the letter referenced the same Deloitte Mexico policy regarding retired partners’ professional activities that was referenced in the Proponent’s December Email, asserting that “[v]iolation of this policy results in termination of pension benefit payments” to the retired partners. Like the December Email, the Audit Committee Letter claimed that this policy was “a flagrant violation” of the UN Declaration of Universal Human Rights and therefore “contrary to the Company’s values, principles and policies.”

The history of the Proponent’s grievance is underscored by the 32-page report on this topic that the Proponent commissioned in 2018 (the “Special Report”), which the Proponent submitted to the Company together with a revised version of the Proposal on November 7, 2021. See Exhibit A. The Special Report was created at the Proponent’s request with the objective of analyzing the human rights impacts of Deloitte Mexico’s policies related to “the payment of pension benefits upon retirement and other benefits relative to social safety.”¹³

¹² We note that the excerpt of the Deloitte Mexico policy that the Proponent included in the December Email highlights the following provisions: “[1] ***B partners may not carry out Professional Service activities, whether directly or indirectly related to any professional discipline practiced by the Firm, since this may affect its interest.*** [Emphasis added by the person requesting the translation]” and “[2] ***They may not carry out professional activities that require or relate to the profession or discipline required when they were A partners of the Firm, except for teaching, research, or cultural activities with the authorization of the Firm.*** [Emphasis added by the person requesting the translation].”

¹³ Report Relative to the Respect of the Human Rights of Senior Persons by Galaz, Yamazaki, Ruiz Urquiza, S.C., (Deloitte Mexico), issued November 29, 2018 by Plascencia Villaneuva y Asociados, S.C., a copy of which is attached as Exhibit A.

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The Special Report alleges that these policies constitute a “violation of [retired partners’] right to retirement benefits and social safety” and identifies types of reparations that Deloitte Mexico may be subject to, among them, economic damages for “[d]amage to family net worth.”

In addition, the Proponent has a history of using the shareholder proposal process to redress his personal grievance by seeking to have public companies stop using Deloitte as their independent registered public accounting firm. The Proponent has submitted at least six other shareholder proposals at five other public companies between 2018 and 2021, all of which used Deloitte as their independent auditor. Four of these proposals specifically requested that the targeted company reject the appointment of Deloitte as the company’s auditor.¹⁴ These four proposals included supporting statements that, similar to the December Email and Audit Committee Letter, cited Deloitte Mexico’s retirement policy and alleged such policy’s violation of international human rights principles. In all four instances, the Proponent attached to his submission letter and proposal either a copy of or excerpt from the Special Report, stating that the Special Report supported the assertions made in the proposal, and in two instances, the supporting statement contained a direct citation to the Special Report.

C. The Proposal Is Excludable Because It Is Designed To Redress The Proponent’s Personal Grievance Against Deloitte Mexico and the Company

As noted above, Rule 14a-8(i)(4) permits the exclusion of shareholder proposals that are (i) related to the redress of a personal claim or grievance against a company or any other person, or (ii) designed to result in a benefit to a proponent or to further a personal interest of a proponent, which other shareholders at large do not share. While a shareholder proposal may be excluded if either prong (i) or prong (ii) is satisfied, here, both prongs of Rule 14a-8(i)(4) are satisfied:

- (1) the Proponent has a personal grievance with Deloitte Mexico due to the Retirement Restrictions placed on his father and, as a result of the Company’s affiliation with Deloitte, has a personal grievance with the Company, as evidenced by the discussion of his grievances in prior correspondence, including the Audit Committee Letter and the December Email, and similar proposals submitted to other companies; and
- (2) while the Proposal’s request is facially neutral, portions of the Supporting Statement make unequivocal reference to the Proponent’s personal grievance, including the

¹⁴ See *Microsoft Corp.* (avail. Aug. 6, 2019); *Procter & Gamble Co.* (avail. Jul. 15, 2019); *Blackrock Inc.* (avail. Mar. 21, 2019); *MetLife Inc.* (avail. Mar. 18, 2019).

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Special Report the Proponent commissioned with the express objective of analyzing the human rights impacts of Deloitte Mexico's Retirement Restrictions.

Here, the Proposal's express language demonstrates the Proponent's personal grievance. Although the Proposal is facially neutral, the Supporting Statement states that the Company "has a strong presence in Mexico, which has a significant risk of human rights violations." The Supporting Statement then quotes the United Nations Guiding Principles on Business and Human Rights and directly references the Proponent's grievance by claiming that "[h]ad the Company observed the [United Nations] Guiding Principles it might have reconsidered its relationship with Deloitte Mexico, one of its important service providers." Notably, even though the Company maintains relationships with thousands of service providers, the Proposal only cites the entity that previously employed the Proponent's father. The Supporting Statement then cites "a study of internationally recognized specialized counsel" and quotes particular findings from the Special Report related to internal policies of Deloitte Mexico. Additionally, the December Email makes clear that "the Deloitte Mexico policy [is] referred to in the statement supporting the Proposal."

As evidenced above, the Proponent has a long-standing personal grievance with Deloitte Mexico and, by affiliation, the Company, and is using the shareholder proposal process to further a personal interest. The Proposal is a continuation of the persistent pattern of abuse in which the Proponent has engaged since 2018. Not only has the Proponent commissioned the Special Report, focused on the relation between Deloitte Mexico's Retirement Restrictions and international human rights (which directly impact the Proponent's father as a retired partner of Deloitte Mexico), but the Proponent subsequently commenced a campaign against multiple public companies over a period of four years (targeting only companies that use Deloitte as their independent auditor), and often expressly requested that the targeted company cease reappointing Deloitte as its auditor. It is obvious that the Proposal is just another chapter in a series of attempts to air the Proponent's grievance and create a public forum for his claims concerning Deloitte Mexico's alleged human rights violations (which, incidentally have nothing to do with the Company, save for its business relationship with Deloitte and, by extension, Deloitte Mexico).

The Staff has consistently concurred that proposals may be excluded pursuant to Rule 14a-8(i)(4) where the proposals are neutrally worded, but reference to the proponent's personal grievance is made either in the supporting statement or in prior correspondence, or where the proponent simply has a history of confrontation with the company. For example, in *MGM Mirage* (avail. Mar. 19, 2001), the Staff concurred with the exclusion of a proposal that would require the company to adopt a written policy regarding political contributions and furnish a list of any of its political contributions submitted on behalf of a proponent who had filed a number of lawsuits against the company based on the company's decisions to

Office of Chief Counsel
Division of Corporation Finance
December 15, 2021
Page 14

deny the proponent credit at the company's casino and, subsequently, to bar the proponent from the company's casinos, amongst other things. The company argued that the proponent was using the proposal to further his personal agenda, none of which was referenced in the proposal or supporting statement. *See also General Electric Co.* (avail. Feb. 2, 2005) ("*GE 2005*") (concurring with the exclusion of a proposal requesting that the CEO "reconcile the dichotomy between the diametrically opposed positions represented by his acquiescence in allegations of criminal conduct, and the personal certification requirements of Sarbanes-Oxley," submitted by a former employee, where the proposal was neutrally worded but included links to websites containing details of the personal grievance); *Pfizer, Inc.* (avail. Jan. 31, 1995) (concurring with the exclusion of a proposal related to CEO compensation saying, "the [S]taff has particularly noted that the proposal, while drafted to address other considerations, appears to involve one in a series of steps relating to the longstanding grievance against the [c]ompany by the proponent," where the proposal was submitted by a former employee who contested the circumstances of his retirement, claiming that he had been forced to retire as a result of illegal age discrimination); *International Business Machines Corp. (Ludington)* (avail. Jan. 31, 1994) ("*IBM 1994*") (concurring with the exclusion of a proposal requesting a list of all groups and parties that receive corporate donations in excess of a specified amount, including "details and names pertinent to the gift," where the company pointed to the proponent's prior communications with the company over the past year trying to stop corporate donations to charities that the proponent believed supported illegal immigration, including a request that the company provide the names of individuals at the charities that the company had communicated with, and argued that the proposal was thus an attempt to gain information on the charities, harass them, and stop donations to them).

As in *MGM Mirage*, *GE 2005*, *Pfizer* and *IBM 1994*, here the Proponent is employing the shareholder proposal process to advance his personal agenda and pursue a personal grievance against Deloitte Mexico and, by affiliation, the Company. The Supporting Statement contains references to the Proponent's personal grievance with Deloitte Mexico, including by referencing the Company's relationship with Deloitte Mexico and citing to and quoting from the Special Report commissioned by the Proponent, thereby directly infusing the Proposal with the Proponent's personal grievance. Therefore, the Supporting Statement directly references the Proponent's personal grievance, a more direct connection than that presented in *GE 2005*, where the supporting statements included links to references of the personal grievance. As in *IBM 1994* and *Pfizer*, where the proponents had a history of correspondence with the companies relating to their personal grievance, the Proponent likewise has sent two letters to the Company (the Audit Committee Letter and December Email) directly taking issue with the Company's relationship with Deloitte Mexico, the subject of the Proponent's grievance. The Proponent's grievance is further

Office of Chief Counsel
Division of Corporation Finance
December 15, 2021
Page 15

evidenced by the Special Report, a copy of which he sent to the Company when submitting the Proposal, and given the fact that the Proponent's father, a retired partner of Deloitte Mexico and recipient of retirement benefits from the firm, is directly impacted by the Retirement Restrictions at issue.

Rule 14a-8(i)(4) contemplates looking beyond the four corners of a proposal for purposes of identifying the personal grievance to which the submission of the proposal relates. Here, one need not look far. As evidenced by the Proponent's correspondence with the Company and the numerous similar proposals submitted to other public companies, this Proposal is intended to assert the Proponent's personal grievance with Deloitte Mexico and, by affiliation, the Company. Moreover, the Supporting Statement brazenly includes several statements that are in fact overt references to his personal grievance and quotes from the Special Report. This Proposal, while ostensibly about human rights, is just a veiled attempt to air the Proponent's personal grievance by giving the Proponent a public forum for his allegations about certain Deloitte Mexico policies. As such, the Proposal is part of the Proponent's attempt to manipulate and abuse the shareholder proposal process to achieve personal ends "that are not necessarily in the common interest of the issuer's shareholders generally."

Rule 14a-8(i)(4) was promulgated "because the Commission does not believe that an issuer's proxy materials are a proper forum for airing personal claims or grievances." Thus, in keeping with the well-established precedent in *GE 2005*, *Pfizer*, and *IBM 1994*, as well as the other precedent cited above, we believe that the Proposal properly is excludable under Rule 14a-8(i)(4) because "it is clear from the facts presented by the issuer that the proponent is using the proposal as a tactic designed to redress a personal grievance or further a personal interest." Requiring the Company to include this Proposal would allow the Proponent to subvert and abuse the Rule 14a-8 process to advance his personal campaign that is not in the common interest of the Company's shareholders.

CONCLUSION

Based upon the foregoing analysis, we respectfully request that the Staff concur that it will take no action if the Company excludes the Proposal from its 2022 Proxy Materials.

Office of Chief Counsel
Division of Corporation Finance
December 15, 2021
Page 16

We would be happy to provide you with any additional information and answer any questions that you may have regarding this subject. Correspondence regarding this letter should be sent to shareholderproposals@gibsondunn.com. If we can be of any further assistance in this matter, please do not hesitate to call me at (202) 955-8287 or James M. Spira, Associate General Counsel for the Company, at (619) 696-4373.

Sincerely,



Elizabeth A. Ising

Enclosures

cc: Jennifer F. Jett, Sempra Energy
James M. Spira, Sempra Energy
Lisa H. Abbot, Sempra Energy
Walter O. Garcia

EXHIBIT A



WALTER O.
GARCIA

MS. JENNIFER JETT
Vice President, Governance
and Corporate Secretary
Sempra Energy
488 8th Ave.
San Diego, CA 92101

October 25, 2021

RE: Shareholder Proposal for 2022 Annual Meeting

Dear Ms. Jett,

I, Walter O. Garcia, and Maria Luisa Garcia submit the enclosed shareowner proposal pursuant to the Securities and Exchange Commission's Rule 14a-8 to be included in the proxy statement of Sempra Energy for its 2022 annual meeting of shareholders. For your information, an identical proposal was included in the 2021 proxy statement of American Tower Corporation.

We have beneficially owned more than \$25,000 worth of Sempra Energy common stock for longer than three years. Morgan Stanley Smith Barney LLC, our stockbroker, will be forwarding documentation confirming our ownership.

Shareowners intend to continue ownership of at least \$2,000 worth of Sempra Energy stock through the date of the 2022 annual meeting, which I will attend.

Enclosed are the conclusions of a study performed by Dr. Raúl Plascencia Villanueva, referred to in the statement supporting our proposal, and his curriculum vitae.

Please feel free to contact me with any questions. I can be reached at [PII] or by email at [PII]

Very truly yours,

Walter O. Garcia

RESOLVED: Shareholders of Sempra Energy request that the Board of Directors create a standing committee to oversee the Company's response to domestic and international developments in human rights that affect Sempra Energy business.

SUPPORTING STATEMENT:

Sempra Energy's exposure to conflict in human rights risk is significant as it has a strong presence in Mexico, which has a significant risk of human rights violations.

The United Nations Guiding Principles on Business and Human Rights ("Guiding Principles") approved by the UN Human Rights Council in 2011, note that "Business enterprises may be involved with adverse human rights impacts either through their own activities or as a result of their business relationships with other parties. For the purpose of these Guiding Principles a business enterprise's 'activities' are understood to include both actions and omissions; and its 'business relationships' are understood to include relationships with business partners, entities in its value chain, and any other non-State or State entity directly linked to its business operations, products or services." Had the Company observed the Guiding Principles it might have reconsidered its relationship with Deloitte Mexico, one of its important service providers that according to a study of internationally recognized specialized counsel has: "*... internal policies ... contrary to the principles established in Article Five of the Constitution of Mexico, articles 6 and 7 of the International Covenant on Economic, Social and Cultural Rights, to article 23 of the United Nations Declaration of Universal Human Rights and to the recommendations of the United Nations Guiding Principles on Business and Human Rights.*" [Emphasis added].

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It appears that none of Sempra Energy's current Board Committees has been assigned responsibility for overseeing human rights issues. We believe that the significant risks associated with adverse human rights impacts at Sempra Energy warrant specific accountability and responsibility at the Board level.

In our view, the Proposal transcends ordinary business matters, and, therefore, urge shareholders to support it.

November 29, 2018

Mr. Walter O. García

PII

Dear Mr. García:

At your request, we are pleased to provide the conclusion of my 32-page report on the study and analysis of the Articles of Partnership and internal policies of Galaz, Yamazaki, Ruiz Urquiza, S.C. (Deloitte Mexico), made to determine whether it complies with its responsibility to respect domestic and internationally recognized human rights, avoid any discrimination related to age and with the right to work principles established in the Constitution of Mexico.

CONCLUSION

1. Galaz, Yamazaki, Ruiz Urquiza, S.C., (Deloitte México) has the responsibility to respect human rights and to implement a human rights due diligence process to ensure that the rights of all persons with whom it interacts, particularly those who comprise its workforce, are observed, respected and protected.
2. The Articles of Partnership of Galaz, Yamazaki, Ruiz Urquiza, S.C. (Deloitte Mexico), especially its Article Fourty Three, and certain internal policies limit retired partners right to work and are contrary to the principles established in Article Five of the Constitution of Mexico, articles 6 and 7 of the International Covenant on Economic, Social and Cultural Rights, to Article 23 of the United Nations Declaration of Universal Human Rights and to the recommendations of the United Nations Guiding Principles on Business and Human Rights.
3. The internal policy implemented by Galaz, Yamazaki, Ruiz Urquiza, S.C. (Deloitte México) terminating pension payments (denominated profit sharing for certain purposes), in case retired partners carry out professional activities employing the skills and experience required while they were active partners, constitutes a discrimination policy and a clear violation of their right to retirement benefits and social safety and is contrary to the principles of the Constitution of Mexico and to the provisions of international pacts subscribed by Mexico. The potential termination of pension payments may affect significantly the



Plascencia Villanueva y Asociados S.C.

retired partners life project which constitutes a flagrant violation of their right to equality and results in their reification.

4. Deloitte Touche Tohmatsu Limited has been ommissive by not ensuring that its member firm Galaz, Yamazaki, Ruiz Urquiza, S.C. (Deloitte Mexico) has a human rights due diligence process to identify, prevent and mitigate adverse impacts on human rights caused by its operations.



Dr. Raúl Plascencia Villanueva

Dr. Raúl Plascencia

Is currently a visiting professor at the ITAM Law School. In 1987 obtained a degree in Law from the Universidad Autónoma de Baja California (Mexico). In 1994 at the Universidad Nacional Autónoma de México (UNAM) completed a Ph. D. in Law.

His professional career has spanned both in academic and the public sector. From 1990 to 2000, worked as a full time professor at the Instituto de Investigaciones Jurídicas, UNAM, and from 1989-2011, as a professor of criminal law and international public law at the UNAM Law Faculty.

Dr. Plascencia have also carried out many courses, presentations at major academic conferences related to criminal law, justice and human rights in more than 30 countries; published 150 academic articles and 6 books: "Los Delitos Contra el Orden Económico (Economic Crimes); La Responsabilidad Penal de la Persona Jurídica (Corporation criminal liability)"; "La Jurisprudencia en México (The Jurisprudence in Mexico) "; "Teoría del Delito (Theory of Crime)"; "Los Homicidios y Desapariciones de Mujeres en Ciudad Juárez (1993-2009) (Murders and enforced women disappearances in Ciudad Juárez México"; "Compendio de Normas Oficiales Mexicanas en materia de salud (Medical Official Standards)".

In the government, He held for ten years the position of second and first general visitor at the Mexican Ombudsman. In 2009 was elected by the Mexican Senate as the National Ombudsman for the period 2009-2014. Also elected President of the Iberoamerican Federation of Ombudsman (FIO) and President of the World Finance Committee of the National Human Rights Institutions (NHRI's-CIC).

Dr. Plascencia research interest areas are human rights, criminal law, criminal procedure, white collar crimes, criminal compliance, money laundering and criminal justice.

Wealth Management
20807 Biscayne Boulevard
6th Floor
Aventura, FL 33180

tel: 305-937-4250
fax: 305-935-3272
toll free: 800-327-2048

Morgan Stanley

October 26, 2021

Ms. Jennifer Jett
Vice President, Governance and
Corporate Secretary
Sempra Energy
488 8th Ave.
San Diego, CA 92101

Re: Walter O. Garcia and Maria Luis Garcia

Dear Ms. Jett:

Please be advised that Walter O. Garcia and Maria Luis Garcia, the "Clients" currently maintain the following brokerage account Walter O Garcia & Maria Luisa Garcia at Morgan Stanley Smith Barney LLC ("Morgan Stanley") which contains a long position in SEMPRE (SRE) of 230 shares as of the close of business on October 26, 2021.

A/C Number A/C Title

PII

WALTER O GARCIA & MARIA LUISA GARCIA

The Client has held the position in SEMPRE (SRE) in the Account continuously since October 09, 2018.

We are presenting the information contained herein pursuant to our Client's request. It is valid as of the date of issuance. Morgan Stanley does not warrant or guarantee that such identified securities, assets or monies will remain in the Client's account. The Client have the power to withdraw assets from this account at any time and no security interest or collateral rights are being granted to any party other than Morgan Stanley.

Thank you for your time and consideration in this matter.

Sincerely,

Gerardo Avitia

Gerardo Avitia
Complex Risk Officer

CC: Walter O Garcia

Morgan Stanley

CLIENT STATEMENT | For the Period September 1-30, 2021

STATEMENT FOR:
WALTER O GARCIA &
MARIA LUISA GARCIA JT TEN

TOTAL VALUE OF YOUR ACCOUNT (as of 9/30/21) **\$602,727.85**
Includes Accrued Interest

Morgan Stanley Smith Barney LLC. Member SIPC.

#BWNJGWM

WALTER O GARCIA &
MARIA LUISA GARCIA JT TEN

PI

Your Financial Advisors

Michael Romance
Senior Vice President
Michael.Romance@morganstanley.com
305 936-2735

Danny Milton
First Vice President
Danny.Milton@morganstanley.com
305 937-6823

Howard Premer
Associate Vice President
Howard.Premer@morganstanley.com
305 937-7109

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MAY LOSE VALUE*

PI

[Subsequent pages omitted for brevity]

Morgan Stanley

CLIENT STATEMENT | For the Period September 1-30, 2021

STATEMENT FOR:
WALTER O GARCIA &
MARIA LUISA GARCIA JT TEN

TOTAL VALUE OF YOUR ACCOUNT (as of 9/30/21)
Includes Accrued Interest

\$119,043.69

Morgan Stanley Smith Barney LLC. Member SIPC.

#BWNJGWM

WALTER O GARCIA &
MARIA LUISA GARCIA JT TEN

PII

Your Financial Advisors

Michael Romance

Senior Vice President

Michael.Romance@morganstanley.com

305 936-2735

Danny Milton

First Vice President

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305 937-6823

Howard Premer

Associate Vice President

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MAY LOSE VALUE

PII

[Subsequent pages omitted for brevity]

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SECURITY ▲	QUANTITY	DATE ACQUIRED	UNIT COST (\$)	TOTAL COST (\$)	ADJUSTED COST (\$)	MARKET VALUE (\$)	G/L AMOUNT (\$)	HOLDING PERIOD
Stocks / Options Market Value:\$125,515.63								
American Tower Corp	31.000	09/12/2014	97.72	3,029.32	3,029.32	8,564.99	5,535.67	long
	10.000	12/18/2014	98.33	983.27	983.27	2,762.90	1,779.63	long
Sub Total	41.000		97.87	4,012.59	4,012.59	11,327.89	\$7,315.30	
Blackrock Inc	6.000	11/04/2016	346.95	2,081.71	2,081.71	5,404.32	3,322.61	long
	6.000	11/10/2016	374.03	2,244.16	2,244.16	5,404.32	3,160.16	long
	6.000	12/01/2016	377.39	2,264.31	2,264.31	5,404.32	3,140.01	long
	4.000	04/25/2017	387.78	1,551.10	1,551.10	3,602.88	2,051.78	long
	3.000	05/15/2017	389.33	1,167.99	1,167.99	2,702.16	1,534.17	long
Sub Total	25.000		372.37	9,309.27	9,309.27	22,518.00	\$13,208.73	
Marathon Petroleum Corp	400.000	01/09/2006	13.69	5,476.30 A	5,476.30	26,812.00	21,335.70	long adj 2014-01-15
Microsoft Corp	22.000	08/18/2014	44.92	988.27	988.27	6,779.52	5,791.25	long
	51.000	09/12/2014	46.91	2,392.41	2,392.41	15,716.16	13,323.75	long
	41.000	01/29/2015	41.88	1,717.02	1,717.02	12,634.56	10,917.54	long
Sub Total	114.000		44.72	5,097.70	5,097.70	35,130.24	\$30,032.54	
Sempra	230.000	10/09/2018	116.24	26,736.07	26,736.07	29,727.50	2,991.43	long
Total Stocks Options				50,631.93	50,631.93	125,515.63	\$74,883.70	
Total Unrealized Gain/Loss				50,631.93	50,631.93	125,515.63	\$74,883.70	

The gain and loss information is provided for informational purposes only, is not a substitute 1099 form (or any other appropriate tax form), and should not be used for tax preparation. Unrealized gain and loss values are estimates and should be independently verified. Morgan Stanley does not provide tax advice. We recommend that you contact your tax advisor to determine the appropriate use of this information. Past performance does not guarantee future returns. Gain and loss information is calculated based upon uniform standards and does not account for each individual client's particular circumstances such as the existence of hedging transactions or constructive sales. Although we make every effort to adjust the cost basis for securities' capital changes, we do not adjust the cost basis for all events. Contact your Financial Advisor for guidance on particular questions. For accounts with Choice Select pricing, the commissions paid on your eligible equity and option purchases and sales are applied to the Total Cost on a monthly basis. With respect to estimated gains and losses for listed equity options, we have taken into account option premiums paid or received and, in respect to multiple purchases and/or sales, calculated cost using an average unit price for all like positions. External Assets- Certain assets listed in this view are based upon information provided by you, your client or other external sources and are not part of accounts that you manage at Morgan Stanley. Assets not held with Morgan Stanley may not be covered by SIPC protection or by additional protection under Morgan Stanley's excess insurance coverage plans. Morgan Stanley may include information about these external assets in this view solely as a service to you, and Morgan Stanley is not responsible for the accuracy of any information provided by external sources, including but not limited to, you, your client or another financial institution. You are responsible for ensuring the accuracy of such information. Generally, any financial institution that holds securities is responsible for year-end reporting (Internal Revenue Service (IRS) Form 1099) and separate periodic statements, which may vary from Morgan Stanley's information due to different tax reporting periods. For Financial Advisors: Certain Gain/(Loss) information in this view is based upon information provided by you, your client or other external sources. Morgan Stanley is not responsible for the accuracy of any information provided by external sources, including but not limited to, you, your client or another financial institution. You are responsible for ensuring the accuracy of such information. For clients wishing to make versus purchase sales that information needs to be conveyed at the time of the sale. Unless you tell us otherwise, we use first in first out (FIFO) accounting. Morgan Stanley & Co. Custodian Type- Morgan Stanley & Co. LLC ("MS & Co.") is an affiliate of Morgan Stanley Smith Barney LLC ("Morgan Stanley Wealth Management") and both are subsidiaries of Morgan Stanley, the financial holding company. MS & Co. values shown on the 3D platform may differ from the values shown in official MS & Co. statements due to, among other things, different reporting methods, delays, market conditions and interruptions. The information shown is approximate and subject to updating, correction and other changes. Information being reported by Morgan Stanley Wealth Management on assets held by other custodians, which are related to Income, Performance, Tax Lots, Total Cost, Target Asset Allocation, Asset Classification and Gain/Loss may differ from that information provided by the custodian. In performance calculations, the inception date will align with the first date on which Morgan Stanley Wealth Management received account information from the custodian. If there are discrepancies between the official MS & Co. account statement and 3D, rely on the official MS & Co. account statement. Previous Close- Assets held outside of Morgan Stanley Wealth Management have been included in the "Previous Close Assets" calculation for the purposes of providing an aggregated value of the client's total assets currently in view. The calculation of "Previous Close Assets" may not be priced solely as of the previous day's close, as some assets are not refreshed on a daily basis. Unrealized Gain/Loss External accounts- The information provided herein may not include all of your external or manual accounts because tax lot data may not be available. For Unrealized Gain/Loss, please refer to the position details for position level gain/loss information.

P - When there is a "P" next to a transaction, this indicates that you have provided the trade history for this transaction; it was not available through Morgan Stanley Smith Barney LLC records.# - Net Value Increase/(Decrease) compares your Total Purchases (excluding Dividend Reinvestments) with the Market Value of all shares you hold of the fund. This calculation is for informational purposes only, does not reflect your total unrealized gain or loss and should not be used for tax purposes.H - Wash sale rules apply to this tax lot. The cost basis has been adjusted to account for disallowed loss of a related wash sale transaction for this covered security.I - This tax lot has been marked as inherited. Cost basis, acquisition date and holding period have been adjusted accordingly.G - This tax lot has been marked as a gift. Gift basis rules will apply at the time of sale.A - Information for this transaction reflects your requested adjustments to existing Morgan Stanley Smith Barney LLC trade history.B - This adjusted cost figure is for reference purposes only. It is based on the assumption that the deposit note value has not changed since the issuance. This assumption may not apply to you. Please review with your tax advisor on what is the best method for allocating cost basis for your account.E - This transaction was executed elsewhere and the securities were later transferred to your Morgan Stanley Smith Barney LLC account. The trade history for this transaction was provided to Morgan Stanley Smith Barney LLC by your prior financial institution.M - Options exercise and assignments include options premiums when determining the realized gain and loss.DIV - For debt securities that pay dividends (identified as "Pays Div"), accrued interest represents accrued expected dividends. Unit and Total Cost include these accrued dividends, but Market Value does not, so Unrealized Gain/(Loss) may be understated.The information provided herein may not include all of your external, manual accounts or foreign exchange assets because tax lot data may not be available.

Wealth Management
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toll free 800-327-2048

Morgan Stanley

November 1, 2021

Ms. Jennifer Jett
Vice President, Governance and
Corporate Secretary
Sempra Energy
488 8th Ave.
San Diego, CA 92101

Re: Walter O. Garcia and Maria Luis Garcia

Dear Ms. Jett:

Please be advised that Walter O. Garcia and Maria Luis Garcia, the “Clients” currently maintain the following brokerage account Walter O Garcia & Maria Luisa Garcia at Morgan Stanley Smith Barney LLC (“Morgan Stanley”) which contains a long position in SEMPRA (SRE) of 230 shares as of the close of business on November 1, 2021.

A/C Number A/C Title

PII

WALTER O GARCIA & MARIA LUISA GARCIA

The Client has held the position in SEMPRA (SRE) in the Account continuously since October 09, 2018.

We are presenting the information contained herein pursuant to our Client’s request. It is valid as of the date of issuance. Morgan Stanley does not warrant or guarantee that such identified securities, assets, or monies will remain in the Client’s account. The Client has the power to withdraw assets from this account at any time and no security interest or collateral rights are being granted to any party other than Morgan Stanley.

Thank you for your time and consideration in this matter.

Sincerely,

Gerardo Avitia

Complex Risk Officer

Morgan Stanley

CLIENT STATEMENT | For the Period October 1-31, 2021



STATEMENT FOR:
WALTER O GARCIA &
MARIA LUISA GARCIA JT TEN

TOTAL VALUE OF YOUR ACCOUNT (as of 10/31/21) **\$128,723.08**
Includes Accrued Interest

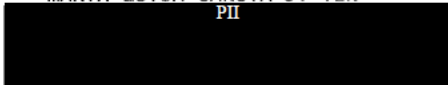
Morgan Stanley Smith Barney LLC. Member SIPC.

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Danny Milton
First Vice President
Danny.Milton@morganstanley.com
305 937-6823
Howard Premer
Associate Vice President
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#BWNJGWM

WALTER O GARCIA &
MARIA LUISA GARCIA JT TEN
PII



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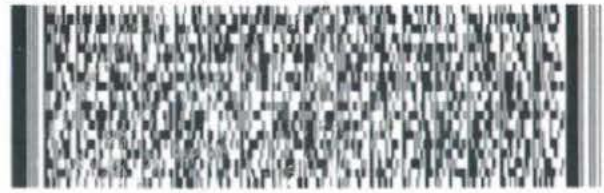
ORIGIN ID TMBA 13059376866
ONSTANCE KERR
ORGAN STANLEY
1807 BISCAYNE BLVD FL 6
MIAMI FL 33180
UNITED STATES US

SHIP DATE 02NOV21
ACTWGT 0.50 LB
CAD 109319615/WSXJ3400
DIMS 1x1x1 IN
BILL SENDER

JENNIFER JETT VP
SEMPRA ENERGY
488 8TH AVE

SAN DIEGO CA 92101

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From: Walter Garcia [REDACTED] PII
Sent: Sunday, November 7, 2021 6:19 PM
To: Abbot, Lisa H <LAbbot@sempra.com>
Cc: Jett, Jennifer <jjett@sempra.com>; Spira, James M <JSpira@sempra.com>; Adams, Trina <TAdams1@Sempra.com>
Subject: [EXTERNAL] Re: Shareholder Proposal for Sempra's 2022 Annual Meeting

*** EXTERNAL EMAIL - Be cautious of attachments, web links, and requests for information ***

Dear Ms.Abbot:

Attached are letter and proposal with changes to make the proposal in my name only.

I take the opportunity to send you a free translation of Dr. Plascencia's full report.

Best Regards,

Walter

This email originated outside of Sempra. Be cautious of attachments, web links, or requests for information.

On Nov 5, 2021, at 3:20 PM, Abbot, Lisa H <LAbbot@sempra.com> wrote:

Mr. Garcia,

On behalf of Sempra, we confirm receipt of your letter dated October 25, 2021 submitting a shareholder proposal for Sempra's 2022 Annual Shareholder Meeting, as well as subsequent letters from your broker regarding your ownership of Sempra common stock. We note that in your letter dated October 25, 2021, you also indicate that you are submitting the proposal on behalf of Maria Luisa Garcia. We have not received any documentation from Ms. Garcia relating to the proposal, or demonstrating that you were legally authorized to submit the proposal on her behalf. Therefore, Sempra does not consider her to be a co-proponent of the proposal. If Ms. Garcia intends to co-file the proposal with you, she must submit the documentation required by Rule 14a-8.

Best regards,
Lisa

Lisa H. Abbot
Sr. Counsel – Corporate and Securities
Sempra
488 8th Avenue
San Diego, CA 92101-3017
Tel: (619) 696-8523



WALTER O.
GARCIA

PII



MS. JENNIFER JETT
Vice President, Governance
and Corporate Secretary
Sempra Energy
488 8th Ave.
San Diego, CA 92101

October 25, 2021

RE: Shareholder Proposal for **2022** Annual Meeting



Dear Ms. Jett,

I, Walter O. Garcia, submit the enclosed shareowner proposal pursuant to the Securities and Exchange Commission's Rule 14a-8 to be included in the proxy statement of Sempra Energy for its 2022 annual meeting of shareholders. For your information, an identical proposal was included in the 2021 proxy statement of American Tower Corporation.

I have beneficially owned more than \$2000 worth of Sempra Energy common stock for longer than three years. Morgan Stanley Smith Barney LLC has forwarded to you documentation confirming my ownership.

I intend to continue ownership of at least \$2,000 worth of Sempra Energy stock through the date of the 2022 annual meeting, which I will attend.

Enclosed are the conclusions of a study performed by Dr. Raúl Plascencia Villanueva, referred to in the statement supporting my proposal, and his curriculum vitae.

Please feel free to contact me with any questions. I can be reached at  or by email at .

Very truly yours,

Walter O. Garcia

RESOLVED: Shareholder of Sempra Energy requests that the Board of Directors create a standing committee to oversee the Company's response to domestic and international developments in human rights that affect Sempra Energy business.

SUPPORTING STATEMENT:

Sempra Energy's exposure to conflict in human rights risk is significant as it has a strong presence in Mexico, which has a significant risk of human rights violations.

The United Nations Guiding Principles on Business and Human Rights ("Guiding Principles") approved by the UN Human Rights Council in 2011, note that "Business enterprises may be involved with adverse human rights impacts either through their own activities or as a result of their business relationships with other parties. For the purpose of these Guiding Principles a business enterprise's 'activities' are understood to include both actions and omissions; and its 'business relationships' are understood to include relationships with business partners, entities in its value chain, and any other non-State or State entity directly linked to its business operations, products or services." Had the Company observed the Guiding Principles it might have reconsidered its relationship with Deloitte Mexico, one of its important service providers that according to a study of internationally recognized specialized counsel has: "*... internal policies ... contrary to the principles established in Article Five of the Constitution of Mexico, articles 6 and 7 of the International Covenant on Economic, Social and Cultural Rights, to article 23 of the United Nations Declaration of Universal Human Rights and to the recommendations of the United Nations Guiding Principles on Business and Human Rights.*" [Emphasis added].

It appears that none of Sempra Energy's current Board Committees has been assigned responsibility for overseeing human rights issues. I believe that the significant risks associated with adverse human rights impacts at Sempra Energy warrant specific accountability and responsibility at the Board level.

In my view, the Proposal transcends ordinary business matters, and, therefore, urge shareholders to support it.

Plascencia Villanueva y Asociados S.C.

The following is a free translation of the Spanish version of Dr. Plascencia's report issued on November 29, 2018

REPORT

RELATIVE TO THE RESPECT OF THE HUMAN RIGHTS OF SENIOR PERSONS
BY **GALAZ, YAMAZAKI, RUIZ" URQUIZA, S.C., (DELOITTE MEXICO)**

Index

1. Report Objectives

II. Presentation of Case

III. Opinion on information analyzed

IV. Conclusions

I Report objectives

The undersigned, Raul Plascencia Villanueva, Doctor of Law, render this report at the request of Mr. Walter Oswaldo Garcia.

Enclosed is a copy of my *Curriculum Vitae* as of the date of this report, that support the knowledge, academic preparation and academic and professional experience that provide me with the authority to issue this expert opinion.

I declare that I have had access to the several documents refer to throughout this report.

The objective of this report is:

- a. Identify whether Galaz Yamazaki, Ruiz Urquiza, S.C., has nullified the rights to free choice of employment, equality and social safety.
- b. Determine whether Galaz, Yamazaki, Ruiz Urquiza, S.C., as a legal entity, complies with its obligation to act in accordance with human rights due diligence by respecting the rights of senior citizens (65 and older) with respect to the payment of pension benefits upon retirement and other benefits relative to social safety.

Galaz, Yamazaki, Ruiz Urquiza, S.C., is the member firm of Deloitte Touche Tohmatsu Limited in México.

Following are the principal aspects that I have been requested to analyze:

Determine whether Galaz, Yamazaki, Ruiz Urquiza, **S.C's** actions have resulted in human rights violations.

- a. Determine whether the articles of partnership and policies of Galaz, Yamazaki, Ruiz Urquiza, S.C., violate articles 1, 5 and 123 of the Constitution of Mexico.
- b. Determine whether Galaz, Yamazaki, Ruiz Urquiza, S.C., has observed human rights due diligence in the treatment and attention to senior citizens.

II. Case presentation

1. The articles of partnership of Galaz, Yamazaki, Ruiz Urquiza, S.C., ("**Galaz**", "**Partnership**", the "**Firm**"), partners who reach the retirement age (B partners) will have the right to profit-sharing in an amount equivalent to 1% of the highest average earnings of the last six years as active partner

times the number of years the partner remained in the Partnership as an active partner up to a maximum of 25. The amount of profit sharing is adjusted annually by applying the National Consumer Price Index.

2. In August 2014, the Chief Executive Officer of the Firm implemented the following policy:

“...B partners will not carry out any professional activities that require or are related to the profession or skills required when they were A partners, except and with the authorization of the Firm: teaching, research or cultural activities...”

The CEO communicated orally to B partners that those who were carrying out activities contrary to the aforementioned policy and did not resign from them during a transition period that was to be authorized by Firm Management, commencing on October 1, 2014, would be deemed to be in violation of the **Firm's** articles of partnership and all profit-sharing payments would be suspended or terminated.

Payments to B partners are pension payments and they cannot be construed as a share in partnership earnings since there is no correlation between the duties and rights of retired partners stipulated in the articles of partnership and the legal and academic definition of the term partner. Payments to B partners are individualized and defined obligations of the Partnership and real and consummated benefits of B partners; i.e., vested benefits that are generated by complying with all the conditions required to give effect to the defined payments based on their years and earnings as active partners.

4. The articles of partnership of Galaz, Yamazaki, Ruiz Urquiza, S.C. in effect at the time the aforementioned policy was implemented established the following with respect to professional activities of B partners:

“Other than memberships or affiliations in associations of businessmen, social and sport groups, B partners will not engage in activities that the **Special Partners' Assembly** deems detrimental to the interest or reputation of the Partnership. However, B partners may keep the emoluments corresponding to the position of official examiner of entities that are or are not clients of the Firm or member of the *board of directors of the latter* (emphasis added).”

III . OPINION ON THE INFORMATION ANALYZED

The analysis of the furnished information allows me to observe that Galaz, Yamazaki, Ruiz Urquiza, S.C.'s, conduct is not in accordance with human rights due diligence* that presupposes full respect of human rights of the persons who

work for the Partnership, particularly of those older than 65 years as it concerns its social safety derived from pension payments.

*Human Rights Due Diligence is the process to identify, prevent, mitigate, and account for how business addresses impacts on human rights. UN Guiding Principles on Business and Human Rights.

In effect, we observe that its conduct is contrary to human rights due diligence corresponding to an entity respectful of the rights established in the Constitution of Mexico, as well as other international covenants subscribed by Mexico. Its acts have resulted in violations of the right to work and to equality, are discriminatory against persons older than 65 years, and constitute attempts against social safety and are detrimental to life projects.

1. Private entities and human rights due diligence

At present, all private entities are obligated to act in accordance with human rights due diligence, which implies the observation, respect and protection of the rights of all persons with whom they interact, particularly those that comprise their workforce.

The violation of human rights by private individuals against other private individuals has been the subject of analysis and resolution on the part of the Inter-American Court of Human Rights and the Supreme Court of Justice of Mexico.

The sentence of the Amparo (2/2000) (an Amparo suit is an appeal on the grounds of unconstitutionality filed before the Supreme Court of Mexico), in review, resolved by the Second Chamber of the Supreme Court, specifies: "in constitutional articles 2, 4, 27 and 3:1 we find provisions that impose to private individuals duties of to do and not to do. Article 2 prohibits slavery; such prohibition cannot, by logic and reason, be attributed to the state but to private individuals; the infringement of article 27, which establishes the limits of private property, would provoke a constitutional violation; concluding that the provisions established in the constitution apply equally to authorities and to private citizens, since both may be active subjects in the commission of a constitutional violation independent of the procedures contemplated for the corresponding redress."

In conflicts in which a private individual denounces that another private individual has nullified his fundamental rights, the Amparo under consideration

by the Supreme Court is an important mean to review the constitutionality of the interactions between private individuals. With respect to matters that have already occurred it strengthens liberty and equality in the broad area of private interactions.

On the other hand, the office of the United Nations High Commissioner for Human Rights is clear with respect to the responsibility of business enterprises to protect, respect and remediate any violation of human rights, as stipulated in The United Nations Guiding Principles on Business and Human Rights which establish the international framework and standards of conduct expected to be observed by all business enterprises.

The observance of human rights due diligence permits the prevention and mitigation of adverse consequences on human rights and the correction of any excess, abuse or omission. It implies the communication and confrontation of human rights violation risks.

2. Constitutional duty to observe human rights

A reading of article 1 of the Constitution of Mexico conveys the acknowledgement that all persons have the right to enjoy the human rights contained in the Constitution and in international covenants subscribed by Mexico¹, as well as the enjoyment of the guarantees to protect them, which exercise can be restricted or suspended only in the cases and conditions described in the Constitution, imposing on all authorities the obligation to promote, respect, protect and guarantee human rights in accordance with the principles of universality, indivisibility and progressiveness in the areas of their responsibilities.

With respect to the text of article one, it is important to specify that when a human right is recognized by the Constitution of Mexico as well as the different international covenants subscribed by Mexico, it is necessary to consider the contents and scope of all sources and grant those affected the highest protection offered (pro persona principle). If there were to exist any restriction to exercise that human right, the provisions of the Constitution of Mexico would apply, it being the fundamental law of **Mexico's judicial system, as resolved by the First Chamber of the Supreme Court of Mexico in its jurisprudence thesis 29/2015**²

¹ in CPEUM incluye a todos los derechos contenidos en un Tratado Internacional vinculante para México, con independencia de la naturaleza del instrumento internacional, esto es, no importa que no sea especializado en derechos humanos.

The human rights norms contained in the Constitution of Mexico and in international covenants are integrated in a compendium of rights that function as a constitutional parameter; they are not mutually related in hierarchical terms³. All human, civic, social, economic and cultural rights have the same validity and importance, without there being any hierarchy among them.

In that regard, the Supreme Court of Mexico interpreted the principle of progressiveness in the following sense:

PROGRESSIVENESS OF HUMAN RIGHTS PRINCIPLE. CRITERIA TO DETERMINE WHETHER A LIMITATION TO EXERCISE A HUMAN RIGHT RESULTS IN THE VIOLATION OF SUCH PRINCIPLE.

The principle of progressiveness of human rights, guaranteed by article 1 of the Constitution of Mexico, is a requisite for consolidating the guarantee of protection of human dignity, as its observance requires, on one hand, that all authorities within their area of competence increase gradually the promotion, respect, protection and guarantee of human rights, and on the other, precludes them, given the concept of non-regressiveness, to adopt measures that would decrease the level of protection. With respect to the latter concept, it must be emphasized that the limitation of the exercise of a human right is not necessarily a synonym of nullification of such principle, since determining whether a certain measure respects the principle, it is necessary to analyze whether (I) the decrease in the level of protection is intended mainly to increase the guarantee of a human right; and (II) it affords a reasonable balance between the fundamental rights in question, without impairing significantly the efficaciousness of one of them. To determine whether the limitation in the exercise of a human right violates the principles of human rights progressiveness, the legal practitioner should make a combined analysis of the individual impact of a certain measure in relation to its collective implications in order to establish if it is justified⁴.

2 Tesis de Jurisprudencia 29/20 TS (10a.). Derechos humanos reconocidos tanto por la Constitución Política de los Estados Unidos Mexicanos, como en Nos Tratados internacionales. Para determinar su contenido y alcance debe acudir a ambas fuentes, favoreciendo a las personas la protección más amplia, aprobada por la Primera sala de este Alto Tribunal, en sesión privada de quince de abril de 2015.

3 Tesis de Jurisprudencia P./J. 20/2014 (10a.), Derechos humanos contenidos en la Constitución y en los tratados Internacionales. Constituyen el parámetro de control de regularidad constitucional, pero cuando en la Constitución haya una restricción expresa al ejercicio de aquéllos, se debe estar a lo que establece el texto constitucional, Tribunal en Pleno de la Suprema Corte de Justicia de la Nación, 30 de abril de 2014.

Social rights may be analyzed from two different perspectives, first subjectively as an individual right of all persons and second from a social and institutional viewpoint, as sustained by the First Chamber of the Supreme Court of Mexico in its thesis 1a. CCLXXXVII/2016 (10a.), establishing that the right to social safety presents the two aspects given the relationship between personal autonomy and the functioning of a democratic society⁵.

Consequently, the Right to Social Safety (RSS) may also be viewed from two perspectives, individually as a subjective right that allows a person to develop an autonomous life plan, free of fear and the burdens of poverty, guaranteeing access to goods and services in order to live a dignified existence (article 4 of the Constitution of Mexico and the General Law of Social Development), and socially through an effective and efficient system of social safety or a social institution of a contributory nature established for the benefit of workers.

Society, business and individuals are responsible for observing the law and acting accordingly in a framework of co-responsibility, otherwise they would be forced to comply with the law, reaching the extreme that enforcement would have to be resolved by the courts (justiciability of rights). In case of violation of the RSS by private individuals, the State would have to ensure that the enjoyment of the right is restored to the victim and, if applicable, reparation of the damaged caused.

In effect, the RSS implies a co-responsibility between the State, society, business and individuals. The Covenant 102 as well as OG19 and the PPS establish that the State is principally, but not exclusively, responsible for implementing and administering a system of social safety, and for complying with the legal obligation of observing and protecting the exercise of the RSS.

4 Tesis de Jurisprudencia 41/2017 (10a.). Aprobada por la Segunda Sala de este Alto Tribunal, en sesión privada del veintiséis de abril de dos mil diecisiete.

5 DERECHO FUNDAMENTAL A LA EDUCACIÓN BÁSICA. TIENE UNA DIMENSIÓN SUBJETIVA COMO DERECHO INDIVIDUAL Y UNA DIMENSIÓN SOCIAL O INSTITUCIONAL, POR SU CONEXIÓN CON LA AUTONOMÍA PERSONAL Y EL FUNCIONAMIENTO DE UNA SOCIEDAD DEMOCRÁTICA.

El contenido mínimo del derecho a la educación obligatoria (básica y media superior) es la provisión del entrenamiento intelectual necesario para dotar de autonomía a las personas y habilitarlas como miembros de una sociedad democrática. Por ello, el **derecho "humano"** a la educación, además de una vertiente subjetiva como derecho individual de todas las personas, tiene una dimensión social o institucional, pues la existencia de personas educadas es una condición necesaria para el funcionamiento de una sociedad democrática, ya que la deliberación pública no puede llevarse a cabo sin una sociedad informada, vigilante, participativa, atenta a las cuestiones públicas y capaz de intervenir competentemente en la discusión democrática...". Amparo en revisión 750/2015. María Angeles Cárdenas Alvarado. 20 de abril de 2016.

Tesis: 1a. CCLXXXVII/2016 (10a.), Gaceta del Semanario judicial de la Federación, Décima Época, Primera Sala, Libro 37, diciembre de 2016, Tomo I, p. 367

Employers and beneficiaries have a joint responsibility to finance a system of social safety (through the contributions of employers and workers), In certain cases the State has that responsibility (paragraph 4, OG19). Article 71.1 of the Covenant 102 **establishes that the "cost** of benefits granted by applying said covenant and administrative costs shall be financed collectively through contributions or taxes or both to avoid burdensome costs to persons of limited means.

In Mexico the RSS has been recognized in a general way (not expressly) in article 4 and, specifically, for workers in the formal employment sector who are enrolled in a social security system, in article 123 of the Constitution of Mexico, as well as in article 6 of the General Law of Social Development and, in articles 22 and 25 of the UN Universal Declaration of Human Rights (UNUDHR), in article 9 of the International Covenant on Economic, Social and Cultural Rights (ICESCR) and in article 16 of the American Declaration of the Rights and Duties of Man (ADRDM).

3. Violation of the right to the liberty to work and equality for acts of discriminations

Article 5 of the Constitution of Mexico establishes the right of all persons to engage in the profession, trade or commercial pursuit of his or her choice so long as it is lawful.

Agreements whose objective is the impairment, loss or irrevocable sacrifice of a person's freedom, for any reason, are prohibited. Likewise, no agreement in which a person agrees to renounce temporarily or permanently to his or her right to exercise a given profession, trade or business would be recognized.

Article 5 of the Constitution of Mexico. No one may be impeded to engage in the profession, industry, commerce or work of his or her choice, so long as they are lawful. The exercise of the freedom to exercise the profession, trade or business of **a person's choice** may be forbidden only by judicial resolution when the rights of a third party are infringed, or by a government resolution, issued in accordance with the terms of the law, when the rights of society are undermined.

No person may be deprived of the fruit of his or her work, except by judicial resolution.

The law in each state will determine, the professions that require a college degree, license or certificate for their practice, the necessary requisites for obtaining them, and the authorities empowered to issue and regulate them.

No person may be obligated to work without fair compensation and without his or her consent, except work imposed as punishment by the judicial authorities, which shall conform with the provisions of sections I and II of articles 123 of the Constitution of Mexico.

Public service is compulsory only in the terms established by the respective laws: military service and jury duty, as well as councilships and popularly elected, directly or indirectly, positions. Electorate and census functions will be compulsory and non-remunerated, except that those rendered professionally consistent with the terms of the Constitution of Mexico and related laws will be compensated. Professional services of a social nature will be compulsory but remunerated in the terms established by law with the exceptions indicated therein.

The state cannot allow the enforcement of a contract, pact or covenant whose end is the impairment, loss or irrevocable **sacrifice of a person's freedom**, for any reason. Likewise, no agreement in which a person agrees to his or her banishment or in which he or she renounces temporarily or permanently to his or her right to exercise a given profession, trade or business.

An employment contract would be binding only to render the service agreed upon for the time provided by the law, without exceeding one year to the detriment of the worker, and it may not be extended, in any case, to the waiver, loss or restriction of any the civil or political rights.

Breach of such contract by the worker shall render him or her liable for damages, but in no case will it imply coercion against him or her.

Likewise, the International Covenant on Economic, Social and Cultural Rights recognizes the right of everyone to earn his living by engaging in work that he or she freely chooses or accepts, under equitable and satisfactory conditions, as drawn from the following articles:

Article 6

1. The States Parties to the present Covenant recognize the right to work, which includes the right of everyone to the opportunity to gain his living by work which he freely chooses or accepts and will take appropriate steps to safeguard this right.

2. The steps to be taken by a State Party to the present Covenant to achieve the full realization of this right shall include technical and vocational guidance and training programs, policies and techniques to achieve steady economic, social and cultural development and full and productive employment under conditions safeguarding fundamental political and economic freedoms to the individual.

Article 7

The States Parties to the present Covenant recognize the right of everyone to the enjoyment of just and favorable conditions of work which ensure, in particular:

- a) Remuneration which provides all workers, as a minimum, with:
 - i) Fair wages and equal remuneration for work of equal value without distinction of any kind, in particular women being guaranteed conditions of work not inferior to those enjoyed by men, with equal pay for equal work;
 - ii) A decent living for themselves and their families in accordance with the provisions of the present Covenant;
- b) Safe and healthy working conditions;
- c) Equal opportunity for everyone to be promoted in his employment to an appropriate higher level, subject to no considerations other than those of seniority and competence;
- d) Rest, leisure and reasonable limitation of working hours and periodic holidays with pay, as well as remuneration for public holidays.

Articles of partnership of Galaz, Yamazaki, Ruiz Urquiza, S.C., in ARTICLE FOURTY THREE O CUADRAGESIMO TERCERO, establish expressly:

B partners will have no participation in the capital of the partnership, will **not have voting rights in any Partners' meeting** and will not participate in the management of the partnership.

On the other hand, B partners so long as they receive payments under this category agree to the following commitments:

- a) They will not render any services regularly offered by the Partnership, either personally or as member or employee of professional entity without the written permission of the Special Partners' Assembly.
- b) Nor will they accept any job or position with a client of the Partnership, which may impair its Independence, in the opinion **of the Special Partners' Assembly**.
- c) Other than memberships or affiliations in associations of businessmen, in social, sports, trade and religious groups, in not-for-profit professional organizations, teaching courses and seminars, a retired

partner will not engage or continue to engage in any activity that the **Special Partners' Assembly** deems detrimental to the interests or prestige of the Firm; however, he or she may serve, and keep the corresponding emoluments, as statutory examiner of companies that are clients or not of the Partnership or as member of the board of directors of the *latter* (emphasis added).

A B partner who violates any of the provisions contained in the above sections of this article, will stop receiving the payments that under the provisions of these articles of partnership may have the right to receive, during three times the period of the violation, at the judgement of the **Special Partners' Assembly**.

However, in August 2014 the CEO of the Partnership informed retired partners of the implementation of the following policy:

"Retired partners will not engage in any professional activities that require or are related to the profession or skills required when they were active partners of the Firm, except, and subject to prior authorization of the Firm, teaching, research or cultural activities".

This prohibition is contrary to the provisions of article 5 of the Constitution of Mexico, as well as to articles 6 and 7 of the International Covenant on Economic, Social and Cultural Rights.

In effect, the constitutional text and the international covenants treating human rights establish the right of everyone to engage in professional activities of his or her choice, so long as they are lawful, in addition to providing a clear prohibition of any contract, agreement or covenant contrary to the freedom to work of any person.

In that regard, the Supreme Court of Mexico recognizes the possibility of human rights violations by private persons and the commitment that all businesses and associations must make to avoid discrimination and unequal treatment of their employees.

In this spirit, the human right to equality is a principle that is composed of two different facets, which although interdependent and complementary, conceptually they have two distinct attributes: 1) formal in equality and in rights, constituting a protection against distinctions or arbitrary treatment and comprehending at the same time equal treatment before the law and uniformity in the application of judicial norms. It is addressed to the materially legislative authority and consists of the control of norms, in order to avoid differentiations without constitutional justification; and 2) substantive in equality or fact, which

end is to attain equality in the real and effective enjoyment of human rights by everyone. In certain cases, this may entail the necessary removal and/or reduction of social, economic or any other type of obstacle.

On the other hand, the Inter-American Court of Human Rights, in resolving the case *Yatama vs Nicaragua* (preliminary exceptions, basis, redress and costs. Sentence of June 23, 2005. Series C. No. 127), sustained that the principle of equitable and effective protection by the law and from discrimination constitutes an important aspect of the human rights protection system, recognized by international covenants and expanded by international legal doctrine and jurisprudence

In this respect, the association Galaz, Yamazaki, Ruiz Urquiza, S.C., has the duty to respect and guarantee the human rights of third parties. In case the courts, in exercising control of constitutionality, observes a contractual relationship in which one of the parties nullifies the human rights of the other, the total reparation of the violation would be mandated.

It should be considered that the rights of everyone, as established in the Constitution of Mexico, enjoy a double quality, since on one hand they are composed of subjective public rights (subjective function), and on the other hand they become objective elements that inform or permeate all judicial norms, including those that originate between private individuals (objective function). Thus, it may be stated that the human rights objective function binds indirectly private individuals.

Contractual Liberty fulfills its function only when the relationship among the parties is not tainted by the inequality of one of them. Thus, given an imbalance between the parties, the efficacy of fundamental rights must be confirmed and, therefore, seek their protection.

Thus, in case of a contract signed by two parties in an unequal position, where the weakest accepts unassumable obligations, the terms of the contract must be reconsidered and corrected, notwithstanding that the affected party agreed to assume the obligations under the contract, otherwise his or her human rights would be nullified.

In effect, the free will of the parties expressed in a contract that has a negative impact on the human rights of one of them does not justify the validity of contract terms that are contrary to the law, since free will must be based in the framework of the laws applicable to the contract, which in turn are subjected to the fundamental rights established in the Constitution of Mexico and in international covenants.

The free will of the parties must be based on the rights of free development of the personality and self-determination, which result in the requirement that all parties to the contract obligate each other freely and that none of them has such power- which may be economic, structural or social on the subject matter of the contract- that places it in a position to impose unilaterally the terms of the contract on the other party, resulting in an imbalance among the parties.

Therefore, the manner in which the articles of partnership of Galaz, Yamazaki, Ruiz Urquiza, S.C. reduce the liberty of B partners, results in an act contrary to human rights due diligence; accordingly, the balance lost by virtue of the consequences caused by the material inequality should be restored pursuant to articles 1 and 5 of the Constitution of Mexico.

Likewise, given the "material inequality and the detriment of the **dignity**" of one of the parties there arises a form of exploitation by Galaz, Yamazaki, Ruiz Urquiza, S.C.

In effect, we are before the detriment of the essential nucleus of the dignity of the person discriminated. Human dignity is a fundamental right for which there exists a constitutional mandate to all authorities, and private individuals, to respect and protect the dignity of everyone, given the inherent interest of everyone by the mere fact of being a person, to be treated as such and not as an object and not to be humiliated, degraded, debased or reified.

4. Violation of the inherent rights to social safety

On the other hand, the fact that there is an intent to limit the social safety to persons of old age who receive a pension in their retirement, constitutes a clear violation of the right to social safety, which is contrary to the provisions of the Constitution of Mexico and of international covenants subscribed by Mexico

The wording of the text of the policy at question limits the right of any senior person to work and to earn his or her livelihood, which is contrary to the provisions of article 5 and 123 of the Constitution of Mexico and of the international instruments in which Mexico is a party.

In effect, in the covenants subscribed in the framework of the International Labour Organization the importance to **"improve** working conditions that generate injustice, extreme poverty, and economic privation for the majority of human beings, as well as the protection of workers against illness, workplace accidents, pensions for retirements and disability, is confirmed".

Considering the above, the respect for the dignity of human beings in the workplace has the objective of guaranteeing the recognition of workers as owners of fundamental economic and social rights.

On the other hand, Convention 102 of the International Labour Organization (ILO) defines the scope, benefits and conditions to access each of the fields mentioned therein, including the co-existence of a social security system in two facets: public and private.

In this respect, the member states may elect the financing systems and contributory or non-contributory that they deem more advantageous so long as the legislatively guaranteed benefits meet the level and scope established in conventions 102, 121, 128, 130, 168 y 183 of the ILO.

For the ILO social safety comprises:

The protection that a society provides individuals and households to ensure access to medical assistance and guaranteed income, especially in cases of old-age, unemployment, sickness, disability, workplace accidents, maternity and loss of the household head.

Said protection is guaranteed through measures relating to benefits, in cash or in kind. "The systems of social security may be of a contributory and non-contributory nature".

Also, the Universal Human Rights System composed of international covenants, jurisprudence of international courts on human rights matters and the General Observations of the Committee on Economic, Social and Cultural Rights, recognize the right to social security as a human right that could be characterized as one of a second generation with a content that is only possible to realize in a progressive manner, which is understood in the sense of seeking to advance in its accomplishment without a reduction in its scope and content.

Likewise, the Universal Declaration of Human Rights in its articles 22 and 25⁸ provide:

Article 22. Everyone, as a member of society, has the right to social security and is entitled to realization, through national effort and international co-operation and in accordance with the organization and resources of each State, of the economic, social and cultural rights, indispensable for his dignity and the free development of his personality.

Article 25.

- (1) Everyone has the right to a standard of living adequate for the health and well-being of himself and of his family, including food, clothing, housing and medical care and necessary social services, and the right to security in the event of unemployment, sickness, disability, widowhood, old age or other lack of livelihood in circumstances beyond his control.

The UDHR recognized social security as the human right to a level of adequate life and at highest possible levels of physical, mental and economic wellbeing of all people.

8 organización de las Naciones Unidas, <http://www.ohchr.org>, (fecha de consulta: 19 de Julio de 20z7).

9 La DUDH contempla dos categorías de derechos humanos: los "derechos civiles y políticos" y los "derechos económicos, sociales y culturales"; estos últimos, tienen como propósito primordial el logro de una mayor igualdad entre las personas, a través de la obtención de un trabajo y vivienda dignos, la seguridad social, un nivel de vida adecuado y el acceso a una cultura y a una educación de calidad. Cuando dichos derechos son reconocidos por un Estado, genera obligaciones jurídicas para el mismo, ya que éste deberá garantizar su goce y disfrute.

"Nunca podrá recalcarse lo suficiente la importancia de los derechos económicos, sociales y culturales. La pobreza y la exclusión se esconden detrás de muchas de las amenazas de seguridad a las que seguimos enfrentándonos tanto en el plano nacional como internacional y, por tanto, ponen en peligro la promoción y la protección **de todos los' derechos humanos. Incluso en las economías más prósperas persisten la pobreza**

y *grandes desigualdades...* Las desigualdades sociales y económicas repercuten en el acceso a la vida pública y la justicia. La globalización ha propiciado mayores tasas de crecimiento económico, pero no en todas las sociedades, ni en el seno de todas ellas, se disfrute de sus beneficios por igual. Ante esos desafíos tan importantes para la seguridad humana, es necesario no solo actuar en el plano nacional sino también cooperar en el plano **internacional**". Louise Arbour, Alta Comisionada de las Naciones Unidas para los Derechos Humanos (Ginebra, 14 de enero de 2005). Ver <http://www.ohchr.org>, fecha de consulta (19 de Julio 2077).

Consequently, compliance with economic, social and cultural rights and the International Covenant on Economic, Social and Cultural Rights imposes not only obligations on all member states, but also holds everyone directly responsible for the procurement, permanence and observance of these rights, being their own or not.

The provisions of the General Observation No. 20¹⁰ of the Committee on Economic, Social and Cultural Rights are also applicable. The International Covenant on Economic, Social and Cultural Rights recognizes the equal and inalienable rights of everyone and, explicitly, the right of **"everyone"** to exercise the right to social safety and an adequate level of existence¹².

On the other hand, the American Declaration of the Rights and Duties of Man of 1948, which "constitutes the normative foundation in the period prior to the American Convention on Human Rights¹¹, provides the following in its article XVI:

Every person has the right to social security which will protect him from the consequences of unemployment, old age, and any disabilities arising from causes beyond his control that make it physically or mentally impossible for him to earn a living.

The American Convention on Human Rights also known as the **"Pact of San Jose, Costa Rica"**, subscribed on November 22, 1969, became effective on July 18, 1978¹³. Its article 26 establishes the progressive development of the Economic, Social and Cultural Rights in the following terms:

Article 26. Progressive Development

The States Parties undertake to adopt measures, both internally and through international cooperation, especially those of an economic and technical nature, with a view to achieving progressively, by legislation or other appropriate means, the full realization of the rights implicit in the economic, social, educational, scientific, and cultural standards set forth in the Charter of the Organization of American States as amended by the Protocol of Buenos Aires, to the extent of available economic resources, through legislative or other appropriate means.

10 OMU E/C. 72/GC/ 20 2 de julio de 2009.

11 Gancedo Trindade, El sistema Interamericano de protección de los derechos humanos, en Felipe Gomez Isa et al., dirs, La Protección internacional de los derechos humanos en los albores del siglo XXI, Bilbao, 2003, Universidad de Deusto, nota 24, pp. 550 y S51.

12 Idem, (fecha de consulta: 26 de Julio de 2017).

13 México se adhirió en 1981.

The Additional Protocol to the American Convention on Human Rights in the area of Economic, Social and Cultural Rights, known as the Protocol of San Salvador, which was adopted in 1988 to correct the omission of the American Convention on Human Rights with respect to Economic Social and Cultural Rights became effective on November 16, 1999, contemplates the right to social security in its article 9:

1. Everyone shall have the right to social security protecting him from the consequences of old age and of disability which prevents him, physically or mentally, from securing the means for a dignified and decent existence. In the event of the death of a beneficiary, social security benefits shall be applied to his dependents.¹⁴
2. In the case of persons who are employed, the right to social security shall cover at least medical care and an allowance or retirement benefit in the case of work accidents or occupational disease and, in the case of women, paid maternity leave before and after childbirth.

The Protocol of Amendments to the Charter of the Organization of American States (Protocol of Buenos Aires adopted on February 27, 1967; in article 43-h) establishes as a condition for man to reach the full realization of its aspirations within a fair social order accompanied by economic development and true peace, among other things, to work towards the development of an efficient policy of social safety, and in its article 44 establishes:

The Member States recognize that, in order to facilitate the process of Latin American regional integration, it is necessary to harmonize the social legislation of the developing countries, especially in the labor and social security fields, so that the rights of the workers shall be equally protected, and they agree to make the greatest efforts possible to achieve this goal.

From the contents of the international covenants enunciated in the preceding two sections, we can reaffirm that social safety is a human right that is part of the body of all economic, social and cultural rights.

It should be pointed out that the principal legal protection must come from domestic laws and only in the assumption that the national legal system does not solve a human right violation, the mechanisms of the regional or universal systems will be used.

¹⁴ Idem, (fecha de consulta: 26 de julio de 2017).

From the foregoing, it is observed that in accordance with the principle of universality, the human rights protection must include every person or group, particularly the groups in a vulnerable situation. The courts must consider the flexibility and evolution of human rights in interpreting this norm.

Based on the above, social security constitutes a human right that is inherent in the dignity of persons in conditions of equality and non-discrimination. The person as owner of the right obligates the state and society to joint efforts until a universal coverage is reached in order to achieve the full development of the human being.

In the normative content of the right to social security, the General Observation **19 indicates that the "right to social security includes the right to not be subjected to arbitrary or unreasonable restrictions from the existing social coverage, either public or private, as well as the right to equality in the enjoyment of sufficient protection against unforeseen social risks."**¹⁷

With respect to the measures that the State may adopt to provide the benefits **of social security, the General Observation 19 establishes that "they cannot be defined in a restrictive manner and, in any case, they must guarantee a minimum enjoyment of this human right to every person".** The measures may be contributory and non-contributory plans, private plans, self-help measures (like community or mutual assistance plans). Whichever plan is chosen it must be guaranteed by the State. The plan must respect at any time, the essential elements of the right to social security.

Therefore, the exclusion of a B partner from Galaz, Yamazaki, Ruiz Urquiza, S.C. association as reprisal for exercising or intending to exercise her or her right to work and to equality, represents, in addition to being a discriminatory act, a violation of the right to equality.

15 OEA, QB [https://www.oas.org/dil/esp/tratados B-31 Protocolo de Buenos Aires.htm](https://www.oas.org/dil/esp/tratados/B-31/Protocolo%20de%20Buenos%20Aires.htm), (fecha de consulta: 26 de julio de 2017).

16. En nuestro país, en)a CPEUM y en Nos tratados Internacionales vinculantes para México.

17. Observación General 19, párrafo 9.

4. Impairment of Life Project, economic and non-economic damages.

The issue of reparations has been one of the principal issues on which the Inter-American Court of Human Rights has directed its attention in the last few years, thus, the jurisprudence has advanced from a moral and economic damage, as well as the damages that could be claimed in a traditional manner through civil proceedings in conformity with the legislation of each country, to a dynamic that seeks greater coverage

In effect, the issue of reparations viewed from the perspective of the jurisprudence of the Inter-American Court of Human Rights, comprises:

Economic

- a. Consequential damages
- b. Lost profits
- c. Damage to family net worth
- d. Reimbursement of costs and expenses

2. Non-economic

- a. Moral
- b. Psychological
- c. Physical
- d. Life project
- c. Collective or social Colectivo o social

3. Measures of comprehensive reparation

4. Measures of rehabilitation (medical and psychological treatment and assistance)

5. Satisfaction (special publication of the sentence, public act recognizing responsibility, commemorative measures for the victims or facts or rights, scholarships, socio-economic measures of collective reparation).

6. Guarantees of non-recidivism
7. Indemnization
8. Sentence to pay costs and expenses

Therefore, suspension or termination of profit-sharing payments (pensions) to B partners results in an impairment of their life project, which constitutes one of the five variables that the Inter-American of Human Rights has identified in its jurisprudence as non-economic. This variable must be complemented with the other seven mentioned above. Galaz, Yamazaki, Ruiz Urquiza, S.C. in limiting the right of B partners to exercise their liberty to work incurs in a flagrant violation of their right to equality and an impairment of their personal liberty which places them in a condition of thing (reification).

It is important to recognize that the development of the jurisprudence of the Inter-American Court of Human Rights has allowed to define human rights, understand them and determine the scope of each one of them.

Considering the foregoing, the amount of each one of the reparations must be quantified based on the magnitude of the damaged caused, as well as the economic capacity of Galaz, Yamazaki, Ruiz Urquiza, S.C.

The antecedents of non-economic damage can be found in the case Soler vs. Colombia, in spite of having already been introduced in the case Loaysa Tamayo. In this case the victim (Wilson Gutiérrez Soler) was the subject of arbitrary detention and torture. It was concluded that his life project was destroyed as a result of the lack of reparation of the damage in national courts.

This concept is systematized in the following manner:

“The facts impeded the realization of his expectations of personal and vocational development, feasible under normal conditions, and caused irreparable damages in his life which forced him to cut off his family ties and immigrate to a foreign country, in condition of loneliness, poverty, and physical and psychological weakening. Also, it has been proven that the specific torture suffered by the victim has permanently diminished his self-esteem and his capacity to realize and enjoy intimate relations.” ¹⁸

¹⁸ Caso Gutiérrez Soler Vs. Colombia, párrafo 88.

Therefore, the Inter-American Court of Human Rights recognized the damage to his life project derived from the violation of his human rights. However, said court considered that even though the damages were not quantifiable in economic terms, given the complex and integral nature of the right to a life project, it demanded “measures of satisfaction and guarantees of non-recidivism, which go beyond the economic sphere.¹⁹ Therefore, it was deemed that no form of reparation could give him back the options of personal realization of which he was deprived.

The Court, in resolving the case, combined all the above-mentioned situations **as if they were different instances of “moral damage”, and determined certain sums of money to compensate it.** That is, it established an overall reparation **for all the “different types of moral damages”, including the “destruction of the life project”.**

In the case of Cantoral Benavides, resolved on December 3, 2001, the Court distinguished among the denominated non-economic damages, the corporal pain **and emotional suffering, e.g., “moral damage” (paragraph 59), of one part, and the “serious impairment” of the life project of the victim (paragraph 60), of another part.**

The Court, for purposes of the reparation of the damages, given such conceptual distinction, determined different reparations for each one of the above-mentioned non-economic damages. Thus paragraph 63 states that the compensation for the impairment of the “life project” will be made in terms different from the other forms of reparation

The reparations derived from the “damage to the life project” constitutes the most important, significative, and innovative contribution of the Inter-American Court of Human Rights pertaining to reparations for human rights violations.

¹⁹Ibidem, párrafo 89

CONCLUSIONS

1. Galaz, Yamazaki, Ruiz Urquiza, S.C., (Deloitte-Mexico) has the responsibility to respect human rights and to implement a human rights due diligence process to ensure that the rights of all persons with whom it interacts, particularly those who comprise its workforce, are observed, respected and protected.

2. The Articles of Partnership of Galaz, Yamazaki, Ruiz Urquiza, S.C. (Deloitte-Mexico), especially its Article Forty Three, and certain internal policies limit retired partners right to work and are contrary to the principles established in Article 5 of the Constitution of Mexico, articles 6 and 7 of the International Covenant on Economic, Social and Cultural Rights, to Article 23 of the United Nations Declaration of Universal Human Rights and to the recommendations of the United Nations Guiding Principles on Business and Human Rights.

3. The internal policy implemented by Galaz, Yamazaki, Ruiz Urquiza, S.C. (Deloitte-Mexico) terminating pension payments (denominated profit sharing for certain purposes), in case retired partners carry out professional activities employing the skills and experience required while they were active partners, constitutes a discriminatory policy and a clear violation of their right to retirement benefits and social safety and is contrary to the principles of the Constitution of Mexico and to the provisions of international pacts subscribed by Mexico. The potential termination of pension payments may affect significantly the retired partners life project which constitutes a flagrant violation of their right to equality and results in their reification.

4. Deloitte Touche Tohmatsu Limited has been omissive by not ensuring that its member firm Galaz, Yamazaki, Ruiz Urquiza, S.C. (Deloitte-Mexico) has a human rights due diligence process in place to Identify, prevent and mitigate adverse impacts on human rights caused by Its operations.

Dr. Raul Plascencia Villanueva

Conclusions

1. Do not authorize B Partners to serve as board members, executives, or consultants of any public interest entity.
2. If it concerns a non-public interest entity, a review will be performed on a case by case basis to determine if they may be members of the Board, employees or consultants, taking into consideration a parameter of income and other decision-making factors.
3. ***B partners may not carry out Professional Service activities, whether directly or indirectly related to any professional discipline practiced by the Firm, since this may affect its interest.*** [Emphasis added by the person requesting the translation].
4. B partners must inform of all commercial or professional activities, or even those of a legal nature, in which they engage with clients of the Firm.
5. ***They may not carry out professional activities that require or relate to the profession or discipline required when they were A partners of the Firm, except for teaching, research, or cultural activities with the authorization of the Firm.*** [Emphasis added by the person requesting the translation].

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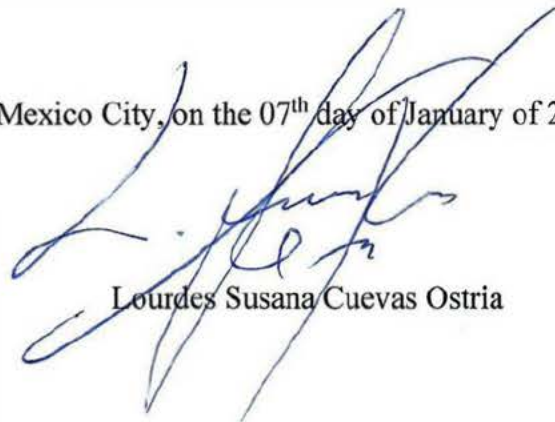




CERTIFICATE OF TRANSLATION

I, Lourdes Susana Cuevas Ostría, sworn translator authorized by the Superior Court of Justice of Mexico City, United Mexican States, as published in the Judicial Bulletin of Mexico City dated July 14, 2011, ratified in the aforementioned Judicial Bulletin on March 23, 2018, do certify that I am fluent (conversant) in the English and Spanish languages, and affirm that, to the best of my knowledge and ability, the preceding translation of *A DOCUMENT BEARING THE TITLE "CONCLUSIONS"*, is a true and accurate translation of the document(s) in Spanish, whose content and authenticity are not hereby certified, and is found on one (1) page(s). As of January 15, 2019, certificates of translation issued by the undersigned bear a QR code.

Mexico City, on the 07th day of January of 2021.



Lourdes Susana Cuevas Ostría



Sworn translator's contact information:

ADDRESS: [REDACTED] PII
MOBILE: [REDACTED] PII
E-MAIL: [REDACTED] PII

From: Walter Garcia [REDACTED] PII
Sent: Tuesday, December 14, 2021 7:01 PM
To: Jett, Jennifer <jjett@sempra.com>
Cc: Abbot, Lisa H <LAbbot@sempra.com>; Spira, James M <JSpira@sempra.com>; Adams, Trina <TAdams1@Sempra.com>
Subject: [EXTERNAL] Re: Shareholder Proposal for Sempra's 2022 Annual Meeting

CAUTION! EXTERNAL SENDER - STOP, ASSESS, AND VERIFY

Do you know this person? Were you expecting this email, any links or attachments? Does the content make sense? If suspicious, do not click links, open attachments, or provide credentials. Don't delete it. Report it by using the REPORT SPAM option!

Dear Jennifer,

Let's try Monday, 12/20 or Tuesday, 12/21, 7:45a or 8a. Please confirm your availability.

Also, in order to expedite our conversation, can you share the questions you will ask?

Thanks in advance.

Walter

On Dec 13, 2021, at 1:55 PM, Jett, Jennifer <jjett@sempra.com> wrote:

Dear Mr. Garcia,

Thank you for your response. We would be happy to have a conversation with you sometime before 8:00 a.m. (pacific) given your busy schedule.

If you are interested, please provide some specific times and we will work internally to try and accommodate.

Best,
Jennifer

From: Walter Garcia [REDACTED] PII
Sent: Tuesday, December 7, 2021 8:58 AM
To: Jett, Jennifer <jjett@sempra.com>
Cc: Abbot, Lisa H <LAbbot@sempra.com>; Spira, James M <JSpira@sempra.com>; Adams, Trina <TAdams1@Sempra.com>
Subject: [EXTERNAL] Re: Shareholder Proposal for Sempra's 2022 Annual Meeting

CAUTION! EXTERNAL SENDER - STOP, ASSESS, AND VERIFY

Do you know this person? Were you expecting this email, any links or attachments? Does the content make sense? If suspicious, do not click links, open attachments, or provide credentials. Don't delete it. **Report it by using the REPORT SPAM option!**

Dear Jennifer,

Apologies for the delay in responding.

I read with interest your 2020 Corporate Sustainability Report, which states that the Company respects the UN Guiding Principles on Business and Human Rights (the "GPBHR"), I also read the Supplier Code of Business Conduct. In my view, supporting the GPBHR is not the same as implementing it. The GPBHR requires the conduct of appropriate human rights due diligence. Paragraph 18 of the document states: "In order to gauge human right risks, business enterprises should identify and assess any actual or potential adverse human rights impacts with which they may be involve either through their own activities or as a result of their business relationships." [emphasis added]. It appears that the due diligence that we assume was conducted did not identify the flagrant violation of human rights by Deloitte Mexico, an important service provider of Sempra, which given the nature of their services, their corporate behavior should not be less than exemplary. Effective human rights due diligence is an integral and inseparable part of the processes needed to identify, prevent, mitigate, and account for how business enterprises and their business relationships address adverse human rights impacts

Further, Deloitte Mexico has not complied with their commitment, as required by the Company's Supplier Code, to: "•Work to avoid causing or contributing to human rights violations; • Value and respect human rights across our operations and conduct business in a way that minimizes the negative effects our infrastructure or operations may have on people and communities, where possible, independent of what governments may or may not require". Sempra should do the right thing and not acquiesce to Deloitte Mexico's continual flagrant violations of the human rights of one of their important stakeholder groups.

Considering that your message does not address your relationship with Deloitte Mexico, I have no basis to support the withdrawal of our Proposal. It is important to note that in the case of MetLife, the SEC did not grant them relief to exclude our proposal identical to the Proposal.

Attached is an official translation of the Deloitte Mexico policy referred to in the statement supporting the Proposal. The wording of the last paragraph constitutes an egregious violation of human rights – a de facto prohibition of B partners, retired partners, to work (my father is a retired partner, and in no way does this filiation nullify or attenuate the gravity of the violation). A violation of the policy results in termination of pension payments.

Unfortunately, I will be extremely busy from here until Christmas. I'm the VFX Producer on the Avatar sequels, and in the middle of a tight delivery schedule, but will make an effort to talk to you, preferably before 8:00 am or after 8:00 pm.

Regards,

Walter

This email originated outside of Sempra. Be cautious of attachments, web links, or requests for information.

On Dec 6, 2021, at 4:23 PM, Jett, Jennifer <jjett@sempra.com> wrote:

Hello, Mr. Garcia,

I wanted to follow up on the below and gauge your interest in having a call this week to discuss your proposal.

If so, we'd be happy to provide some possible dates and times.

Best,
Jennifer

From: Jett, Jennifer

Sent: Wednesday, December 1, 2021 5:33 PM

To: [REDACTED] PII

Cc: Abbot, Lisa H <LAbbot@sempra.com>; Spira, James M <JSpira@sempra.com>; Adams, Trina <TAdams1@Sempra.com>

Subject: RE: Shareholder Proposal for Sempra's 2022 Annual Meeting

Dear Mr. Garcia,

As confirmed in Lisa Abbot's below email, we received your shareholder proposal that states "It appears that none of Sempra Energy's current Board Committees has been assigned responsibility for overseeing human rights issues." In addition, your proposal's resolution requests "...that the Board of Directors create a standing committee to oversee the Company's response to domestic and international developments in human rights that affect Sempra Energy business."

I wanted to let you know that the Sempra Board of Directors (the "Board") recently amended the charter of its Safety, Sustainability and Technology ("SS&T") Committee, which is a standing Board committee, to make explicit the Board committee's oversight of human rights issues, to clarify that the charter's references to "environmental, social and governance ("ESG") matters" includes human rights issues, and to state that the SS&T Committee's oversight duties and responsibilities include to:

"Review and monitor the corporation's Human Rights Policy and related implementation efforts, including the corporation's response to domestic and international developments in human rights that affect the corporation's business."

Below is a link to the amended charter which is posted on our website at www.sempra.com and can be found under the Investors, Governance tabs:

[Sempra Safety, Sustainability and Technology Committee Charter](#)

I also would like to point you to our company's [Human Rights Policy](#) and [2020 Corporate Sustainability Report](#) (the "CSR") for more information on Sempra's position on human rights issues. The CSR highlights recognition Sempra has received for its efforts in the area of human rights.

In light of the company's position and policy and the Board's action, please let us know if you are available for a call next week to discuss the potential withdrawal of your proposal. In the event we are unable to reach an agreement to withdraw, please be advised that we likely will file a no-action request with the Securities and Exchange Commission (the "SEC") to exclude your proposal from our 2021 proxy materials, including on the basis that the Board has already "substantially implemented" the proposal under SEC rules.

We appreciate your concern regarding human rights and are looking forward to engaging with you on this issue.

Best,

Jennifer

Jennifer F. Jett

VP, Governance and
Corporate Secretary
T | 619.696.4316
M | 619.643.5472
jjett@sempra.com

<image001.png>

From: Abbot, Lisa H <LAbbot@sempra.com>

Sent: Friday, November 5, 2021 3:21 PM

To: [REDACTED]

PII

Cc: Jett, Jennifer <jjett@sempra.com>; Spira, James M <JSpira@sempra.com>; Adams, Trina <TAdams1@Sempra.com>

Subject: Shareholder Proposal for Sempra's 2022 Annual Meeting

Mr. Garcia,

On behalf of Sempra, we confirm receipt of your letter dated October 25, 2021 submitting a shareholder proposal for Sempra's 2022 Annual Shareholder Meeting, as well as subsequent letters from your broker regarding your ownership of Sempra common stock. We note that in your letter dated October 25, 2021, you also indicate that you are submitting the proposal on behalf of Maria Luisa Garcia. We have not

received any documentation from Ms. Garcia relating to the proposal, or demonstrating that you were legally authorized to submit the proposal on her behalf. Therefore, Sempra does not consider her to be a co-proponent of the proposal. If Ms. Garcia intends to co-file the proposal with you, she must submit the documentation required by Rule 14a-8.

Best regards,
Lisa

Lisa H. Abbot
Sr. Counsel – Corporate and Securities
Sempra
488 8th Avenue
San Diego, CA 92101-3017
Tel: (619) 696-8523

This email originated outside of Sempra. Be cautious of attachments, web links, or requests for information.

EXHIBIT B



Deloitte & Touche LLP

12830 El Camino Real
Suite 600
San Diego, CA 92130
USA

Tel: +1 619 232 6500
Fax: +1 619 237 6802
www.deloitte.com

December 7, 2021

Ms. Jennifer Jett
Sempra Energy
488 8th Avenue
San Diego, California 92101

Re: Shareholder Proposal Submitted by Walter O. Garcia

Dear Ms. Jett:

This letter is in reference to a shareholder proposal received by Sempra Energy ("Sempra") from Walter O. Garcia (the "Proponent") regarding board oversight of human rights affecting Sempra's business and Sempra's relationship with Galaz, Yamazaki, Ruiz Urquiza, S.C. ("Deloitte Mexico") for inclusion in Sempra's proxy statement for its 2022 Annual Shareholders Meeting. It is Deloitte & Touche LLP's understanding that the Proponent is the child of Mr. Jose Oswaldo Garcia Mata, who is a retired Partner of Deloitte Mexico, an affiliate of a member firm of Deloitte Touche Tohmatsu Limited. Additionally, as a retired Partner, Mr. Garcia Mata is currently receiving retirement benefits from Deloitte Mexico.

Sincerely,

Deloitte & Touche LLP

EXHIBIT C

WALTER O.
GARCIA



PII



PII



MR. JACK T. TAYLOR
CHAIRMAN AUDIT COMMITTEE
SEMPRA ENERGY
488 8TH AVENUE
SAN DIEGO, CALIFORNIA 92101

October 14, 2018

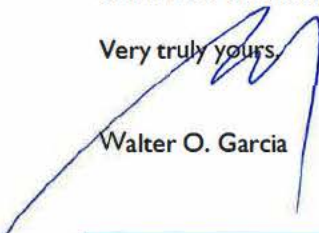
Dear Mr. Taylor,

We, Walter O. Garcia, Maria Luisa Garcia and Gaby Garcia, shareholders of Sempra Energy, while aware that at this time we cannot propose a shareholder resolution under SEC rule 14a-8, respectfully ask that you not reappoint Deloitte & Touche LLP (Deloitte US) as our Company's independent registered public accounting firm for 2019.

Galaz, Yamazaki, Ruiz Urquiza, S.C. (Deloitte Mexico), auditors of the Company's Mexican subsidiaries, a member firm of Deloitte Touche Tohmatsu Limited, has implemented a policy establishing that "Retired partners will not carry out any professional activities [with audit and non-audit clients] that require or are related to the profession or skills required when they were active partners of the firm". Violation of this policy results in termination of pension benefit payments (called retired partners share in profits for certain purposes). This policy is a *de facto* prohibition to work and constitutes a flagrant violation of Article 23 of the UN Declaration of Universal Human Rights: the right to work and to free choice of employment. Deloitte US is also a member of Deloitte Touche Tohmatsu Limited. Deloitte US' association with Deloitte Mexico is contrary to the Company's values, principles and policies. Therefore, we do not recommend the selection of Deloitte & Touche LLC as the Company's independent registered public accounting firm for 2019.

We would be pleased to provide information from our legal counsel substantiating the illegality of such policy. I look forward to meeting you at the 2019 annual meeting.

Very truly yours,


Walter O. Garcia

Cc:

Mr. Andrés Conesa
Ms. María Contreras-Sweet
Mr. Pablo A. Ferrero
Mr. William G. Ouchi
Mr. James C. Yardley

This transaction is confirmed in accordance with the information provided on the Conditions and Disclosures page

Your Account Number: PII

Margin Account - Active Assets

WALTER O GARCIA & GABY GARCIA &
 MARIA LUISA GARCIA JT TEN

PII

Your Financial Advisor
 DANNY MILTON
 20807 BISCAYNE BLVD 5TH&6TH FL
 AVENTURA, FL 33180
 (305) 932-4250

You Bought

Trade Date 10/09/18 for Settlement on 10/11/18

Quantity	300	Price	115.8071	Settlement Amount	
<p><i>Description:</i> SEMPRA ENERGY</p> <p>PREFERENTIAL RATE UNSOLICITED TRADE MORGAN STANLEY SMITH BARNEY LLC ACTED AS AGENT.</p>				Principal	\$34,742.13
				Commission	125.00
				Processing Fee	6.00
				Net Amount	\$34,873.13
<p>Morgan Stanley Smith Barney LLC. Member SIPC. The transaction may have been executed with Morgan Stanley & Co. LLC, an affiliate, which may receive compensation for any such services.</p>				Security No.	PII
				Symbol	SRE

CONDITIONS AND DISCLOSURES

<p align="center">CODES, ABBREVIATIONS AND EXPLANATIONS</p> <p>EXCHANGE WHERE EXECUTED EXECUTION CODE</p> <p>1 New York Stock Exchange 3 NASDAQ OMX PHLX 4 Chicago Stock Exchange 5 NYSE MKT LLC 6 Other Markets 7 Over the Counter 8 Morgan Stanley Smith Barney LLC as principal which may result in a profit to Morgan Stanley Smith Barney LLC.</p> <p>1, 2, 3, 4, 5, 9, F, L, P, T, V OR W: As agent we have bought or sold for your account 6: As agent for another we have sold to you or bought from you 7, C, E, G, N, OR S: As principal we sold to you or bought from you for our own account 8 OR U: Prospectus/Official Statement A, B, C, X, Y, OR Z: Primary and Secondary Unit Trust or listed and OTC when issued Securities K: Precious Metals M, R: Mutual Funds</p> <p>OTHER ABBREVIATIONS</p> <p>ELTR Estimated Long Term Return CR Current Return PV Par Value</p> <p>FINAL PROSPECTUS/OFFERING DOCUMENTATION AVAILABLE</p> <p>Indicates that these securities/instruments are being sold (i) pursuant to an SEC registration statement or where a prospectus is otherwise required, (ii) in the case of certain exempted securities or certificates of deposit (CDs), either where offering documentation is required or there is an agreement or policy to deliver offering documentation. For assistance obtaining a copy of the final prospectus/offering documentation relating to these securities, you may contact us at 800-584-6837.</p>	<p align="center">CONDITIONS</p> <p>IT IS AGREED THAT</p> <p>All transactions are subject to the constitution, rules, regulations, by-laws, interpretations, customs and usages of, the Financial Industry Regulatory Authority, the various applicable exchanges, markets or clearinghouses and all U.S. and non-U.S. governmental and self-regulatory organizations statutes, rules and regulations as currently in effect or as they may be hereinafter amended, revised or supplemented, including those of the Securities and Exchange Commission and the Federal Reserve Board.</p> <p>Payment for securities purchased and delivery of securities sold must be received by Morgan Stanley Smith Barney LLC no later than the date of settlement (the "Settlement Date") indicated on the reverse side hereof. Payments and deliveries not received by Settlement Date may be subject to late fees, liquidation or close-out of the transaction and you will be liable for all costs, fees, expenses, liabilities, obligations, losses, claims, and damages, incurred by Morgan Stanley Smith Barney LLC or asserted against Morgan Stanley Smith Barney LLC by any third party, arising directly or indirectly from your failure to make payment or delivery by the Settlement Date.</p> <p>Securities held in margin accounts or purchased but not yet paid for in cash accounts may be hypothecated by Morgan Stanley Smith Barney LLC under circumstances which will permit the commingling thereof with securities of other clients.</p> <p>You must own all securities sold "long" and such securities must either be (i) on deposit in your account(s) or (ii) delivered to Morgan Stanley Smith Barney LLC by the Settlement Date.</p> <p>Morgan Stanley Smith Barney LLC will furnish, upon your written request, the date and time when the transaction took place, the name of the other party to the transaction and the source and amount of any other remuneration received or to be received by Morgan Stanley Smith Barney LLC in connection with the transaction.</p> <p>Morgan Stanley Smith Barney LLC and/or its affiliates may accept benefits that constitute payment for order flow. Details regarding these benefits will be furnished upon your written request.</p> <p>Debt securities may be redeemed in whole or in part before maturity, and such a redemption could affect any yield represented in this trade confirmation. Additional information is available upon request.</p> <p>Credit rating(s), if any, contained on this trade confirmation were provided by an unaffiliated third party. In some instances, the credit rating shown is based on the issuer's credit ranking and not the credit rating of the specific security purchased or sold. For an explanation of credit ratings for bonds, please see www.morganstanley.com/wealth/investmentsolutions/creditratings.asp.</p> <p>Insurance trades are subject to carrier underwriting approval.</p> <p>Any inquiries regarding this transaction should be made by using the telephone number provided on the reverse side.</p> <p>This transaction is conclusive and binding if not objected to in writing within three days of receiving this trade confirmation.</p> <p>All Good Till Cancelled (GTC) orders have an expiration date, which is displayed on the front of this notice. Until expiration, all open orders are considered good until cancelled by you or executed by us. When entering a substitute order or changing an existing order, the responsibility for canceling the original order rests upon the customer. Therefore, if a customer fails to cancel an existing order, transactions resulting from the execution of both the original and new order(s) will be entered in the customer's account.</p> <p>Municipal Advisor Rule; Disclosures for Municipal Entities and Obligated Persons: Morgan Stanley Smith Barney LLC is not acting as a municipal advisor to any municipal entity or obligated person within the meaning of Section 15B of the Securities Exchange Act (Municipal Advisor Rule). If you have a Brokerage Account, please note that: 1) we do not owe you a fiduciary duty pursuant to the Municipal Advisor Rule when we make statements or provide you with information regarding your Brokerage Account; 2) we may be acting for our own interests; and 3) before acting on any statements made or information provided by us, you should consult any and all advisors as you deem appropriate.</p> <p>This agreement shall inure to the benefit of any successor or assigns of Morgan Stanley Smith Barney LLC.</p> <p align="center">Morgan Stanley</p>
<p align="center">CHARGES AND FEES</p> <p>CHARGE: Represents the markup/down from the wholesaler's or dealer's price.</p> <p>FSCF: Represents a pass through of Foreign Securities clearance fees incurred by Morgan Stanley Smith Barney LLC for this transaction.</p> <p>SUPPLEMENTAL TRANSACTION FEE: Represents fee to offset additional expenses associated with processing certain transactions.</p> <p>PROCESSING FEE: Represents processing charges for certain executed orders.</p> <p>CDSC: Represents Contingent Deferred Sales Charge.</p> <p>DSC: Represents Deferred Sales Charge</p>	
<p align="center">BACKUP WITHHOLDING</p> <p>Under Federal Income Tax Law, the customer is generally required to provide Morgan Stanley Smith Barney LLC with a certification of the customer's Social Security or Taxpayer Identification Number. In the absence of such certification, Morgan Stanley Smith Barney LLC may be required to withhold taxes from the proceeds of sales at the current withholding rate.</p>	
<p align="center">GROSS PROCEEDS</p> <p>If the transaction being confirmed is a sale or a redemption, this information may be furnished to the Internal Revenue Service.</p>	
<p align="center">SECURITY MEASURES</p> <p>Your Morgan Stanley Smith Barney LLC trade confirmation features an embedded security element to demonstrate its authenticity. It is a unique security mark – a blue rectangle in heat-sensitive blue ink. When exposed to warmth, the blue rectangle will disappear, and then reappear.</p>	

December 24, 2021

Via Electronic Mail to shareholderproposals@sec.gov

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

Re: Sempra Energy – Shareholder Proposal Submitted by Walter O. García

Ladies and Gentlemen:

I, Walter O. Garcia, respectfully submit the following comments and observations in response to the no action-request dated December 15, 2021, submitted to your office by Ms. Elizabeth A. Ising (“Ms. Ising”) of Gibson Dunn, on behalf of Sempra Energy (“Sempra”, the “Company”), regarding our shareholder proposal (the “Proposal”) submitted in accordance with Rule 14-8a under the Securities and Exchange Act of 1934, as Amended, for inclusion in the proxy statement to be distributed by Sempra in connection with its 2022 annual shareholders’ meeting.

Pursuant to the guidance provided in Staff Legal Bulletin No. 14D (November 7, 2008), a copy of this letter is being sent concurrently to Ms. Ising.

THE PROPOSAL

RESOLVED: Shareholder of Sempra Energy requests that the Board of Directors create a standing committee to oversee the Company’s response to domestic and international developments in human rights that affect Sempra Energy business.

SUPPORTING STATEMENT

Sempra Energy’s exposure to conflict in human rights risk is significant as it has a strong presence in Mexico, which has a significant risk of human rights violations.

The United Nations Guiding Principles on Business and Human Rights (“Guiding Principles”) approved by the UN Human Rights Council in 2011, note that “Business enterprises may be involved with adverse human rights impacts either through their own

activities or as a result of their business relationships with other parties. For the purpose of these Guiding Principles a business enterprise's 'activities' are understood to include both actions and omissions; and its 'business relationships' are understood to include relationships with business partners, entities in its value chain, and any other non-State or State entity directly linked to its business operations, products or services." Had the Company observed the Guiding Principles it might have reconsidered its relationship with Deloitte Mexico, one of its important service providers that according to a study of internationally recognized specialized counsel has: "... *internal policies ... contrary to the principles established in Article Five of the Constitution of Mexico, articles 6 and 7 of the International Covenant on Economic, Social and Cultural Rights, to article 23 of the United Nations Declaration of Universal Human Rights and to the recommendations of the United Nations Guiding Principles on Business and Human Rights.*" [Emphasis added].

It appears that none of Sempra Energy's current Board Committees has been assigned responsibility for overseeing human rights issues. We believe that the significant risks associated with adverse human rights impacts at Sempra Energy warrant specific accountability and responsibility at the Board level.

In our view, the Proposal transcends ordinary business matters, and, therefore, urge shareholders to support it.

REASONS FOR INCLUSION OF THE PROPOSAL IN SEMPRA ENERGY'S 2022 PROXY STATEMENT

A. Ineffective implementation of oversight of human rights issues

The Proposal essential objective is to ensure Sempra's adequate response to human rights issues. Ms. Ising maintains that the Company has substantially implemented the core of the Proposal. The formulation of human right policies and assignment of their implementation to a committee of the board does not demonstrate *per se* a substantial implementation of human rights oversight measures. Sempra's 2020 Corporate Sustainability Report states that "As a Company we support...international human rights standards and principles". Support for human rights is praiseworthy, but it is not enough. Human right policies must be supported by appropriate processes and procedures such as the human rights due diligence

recommended by the UN Guiding Principles on Business and Human Rights. A good example of the inefficacy of Sempra's response to human rights is their failure to detect and address appropriately the human rights violation Deloitte Mexico (the "Supplier"), which given the nature of their services its corporate behavior should be impeccable. My reference to the Supplier in the statement supporting the Proposal has no ulterior motive, ***it is made only to point out the Company's ineffective human rights response.***

The Sustainability Report underlines that Sempra's supplier compliance with human rights is considered important and makes reference to its Supplier Code of Conduct ("the "Code"). The Code, among other things, requires the commitment of suppliers to "*...Value and respect human rights across our operations and conduct of business in a way that minimizes the negative effects our infrastructure or operations may have on people and communities, where possible, independent of what governments may or may not require...*" [emphasis added]. The Company's acquiescence to the Supplier's failure to live up to its human rights commitment indicates that the Code may be a typical example of the "set it and file it in the three-ring binder" syndrome.

The inadequacy of Sempra's human rights due diligence procedures is also exemplified by the letter from Deloitte San Diego (Exhibit A to Ms. Ising's letter). The letter dodges the question of the existence of the Supplier's policy in question, which can be construed as a tacit acknowledgement of its very existence.

Another example of the Sempra's deficient human rights response is the disregard of a 2018 letter sent to the chairman of its audit committee informing him of the Supplier's flagrant violations of human rights-essentially blowing the whistle.

The foregoing are more than enough reasons for the creation of a standing committee of the Board of Directors to ensure an adequate response to human rights issues.

A. Exclusion of the Proposal Because it Relates to Personal Grievances of the Proponent, it Is Design to further their Personal Interest, which Is not Shares by Other Shareholders at Large.

Ms. Ising's assertion that the Proposal's essential objective is to obtain redress for a personal grievance against Deloitte Mexico is a blatant mischaracterization of my genuine interest to contribute, however minimally, to greater respect for human rights. I have never sought, do not seek, and will not seek any redress from any entity.

Ms. Ising long reproval of my previous shareholder proposals is an erroneous and offensive inference that I thirst for redress.

Ms. Ising claims that the Proposal's objective is not shared by other shareholders at large. She is misinformed. "Ipsos Human Rights in 2018, A Global Advisors Survey" finds that 83% of US interviewees responded that "...it is important to have a law that protects human rights" and 77% responded that "... human rights are important for creating a fairer society". Surely, Sempra shareholders are part of the 77%. My human rights proposal to American Tower was included in its 2021 proxy statement. Two identical proposals to MetLife and BlackRock were to be included in their proxy statements, but I agreed to withdraw them. The foregoing illustrates that human rights proposals are deemed crucial to ensure an adequate response to human rights adverse impacts.

Further, we deem inappropriate Ms. Ising's statement to the effect that the Proposal represents an abuse of the shareholder proposal process. As Sempra shareholders, we have the indisputable right to propose that our Company follow responsible practices in dealing with human rights violations

CONCLUSION

We respectfully request the Commission to deny Sempra Energy's no-action request for the exclusion of our proposal from its 2022 Proxy Materials.

Sincerely,

Walter O. Garcia

cc: Ms. Elizabeth A. Ising, Gibson Dunn
Ms. Jennifer Jett, Vice President, Governance and Corporate
Secretary, Sempra Energy