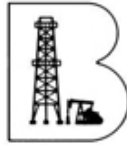

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

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

Date of Report (Date of earliest event reported) December 16, 2013



BERRY PETROLEUM COMPANY, LLC

(successor in interest to Berry Petroleum Company)
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-9735
(Commission
File Number)

77-0079387
(IRS Employer
Identification No.)

1999 Broadway, Suite 3700
Denver, Colorado
(Address of principal executive offices)

80202
(Zip Code)

Registrant's telephone number, including area code: (303) 999-4400

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-
-

ITEM 2.01 COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS

Pursuant to an Agreement and Plan of Merger (as amended, the “*Merger Agreement*”), dated February 20, 2013 and amended as of November 3, 2013 and November 13, 2013, by and among Berry Petroleum Company (“*Berry*” or the “*Company*”), Linn Energy, LLC (“*Linn Energy*”), LinnCo, LLC (“*LinnCo*”), Linn Acquisition Company, LLC, a direct wholly owned subsidiary of LinnCo (“*LinnCo Merger Sub*”), Bacchus HoldCo, Inc., a direct wholly owned subsidiary of the Company (“*HoldCo*”), and Bacchus Merger Sub, Inc., a direct wholly owned subsidiary of HoldCo (“*Bacchus Merger Sub*”), on December 16, 2013, LinnCo acquired the Company in an all-stock transaction in which the Company’s stockholders received 1.68 shares (the “*Exchange Ratio*”) representing limited liability company interests in LinnCo (“*LinnCo Shares*”) for each share of the Company’s common stock.

The transaction occurred through multiple steps. First, the Company engaged in a holding company merger (the “*HoldCo Merger*”) involving HoldCo and Bacchus Merger Sub. In the HoldCo Merger, Bacchus Merger Sub merged with and into the Company, with the Company surviving as a wholly owned subsidiary of HoldCo, and each issued and outstanding share of the Company’s Class A common stock and Class B common stock converted into the right to receive one equivalent share of Class A common stock and one equivalent share of Class B common stock, respectively, of HoldCo.

Second, promptly after the HoldCo Merger, the Company converted into a limited liability company (the “*Conversion*”). Third, promptly following the Conversion, HoldCo merged with and into LinnCo Merger Sub, with LinnCo Merger Sub surviving as the surviving company (the “*LinnCo Merger*” and together with the HoldCo Merger the “*Mergers*”). In the LinnCo Merger, each share of HoldCo’s Class A common stock and Class B common stock was converted into 1.68 LinnCo Shares.

Finally, promptly following the LinnCo Merger, LinnCo contributed all of the outstanding equity interests in LinnCo Merger Sub (and therefore also its indirect ownership interest in the Company) to Linn (the “*Contribution*”) in exchange for the issuance to LinnCo (the “*Issuance*”) of newly issued Linn common units (the “*Linn Units*”).

The HoldCo Merger, the Conversion, the LinnCo Merger, the Contribution and the Issuance are collectively referred to herein as the “*Transactions*.”

In connection with the Transactions, each stock option outstanding under the Company’s equity plans immediately prior to the HoldCo Merger effective time was converted into a stock option representing an option to acquire Linn Units with equivalent terms and conditions, as adjusted to reflect the Exchange Ratio and for differences in the trading prices of Linn Units and LinnCo common shares in the period prior to the closing of the LinnCo Merger. Each unvested restricted stock unit outstanding under the Company’s equity plans immediately prior to the HoldCo Merger effective time (excluding any restricted stock unit held by a current or former non-employee director of the Company or by an employee of the Company whose employment will be terminated in connection with the Transactions as agreed by the parties and any performance-based restricted stock unit) was converted into a restricted stock unit in respect of Linn Units, as adjusted to reflect the Exchange Ratio and for differences in the trading prices of Linn Units and LinnCo Common Shares in the period prior to the closing of the LinnCo Merger. Each performance-based restricted stock unit, each vested restricted stock unit and each restricted stock unit held by a current or former non-employee director of the Company or by an employee of the Company whose employment will be terminated in connection with the Transactions as agreed by the parties, in each case outstanding under the Company’s equity plans immediately prior to the HoldCo Merger effective time, was converted into LinnCo common shares, in an amount calculated based on the Exchange Ratio.

ITEM 3.01 NOTICE OF DELISTING OR FAILURE TO SATISFY A CONTINUED LISTING RULE OR STANDARD; TRANSFER OF LISTING.

As a result of the Transactions, the Company no longer fulfills the listing requirements of the New York Stock Exchange (the “NYSE”). On the Closing Date, the Company notified the NYSE that the Transactions had been completed and requested that the NYSE (i) suspend trading of the Company’s common stock on the NYSE, (ii) withdraw the Company’s common stock from listing on the NYSE prior to the open of trading on December 17, 2013, and (iii) file with the SEC a notification of delisting of the Company’s common stock under Section 12(b) of the Securities Exchange Act of 1934 (the “Exchange Act”). As a result, the Company’s common stock will no longer be listed on the NYSE.

Additionally, the Company intends to file with the SEC certifications on Form 15 under the Exchange Act requesting the deregistration of the Common Stock under Section 12(g) of the Exchange Act and the suspension of the Company’s reporting obligations under Section 15(d) of the Exchange Act as promptly as practicable. The information set forth under Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.01.

ITEM 3.03 MATERIAL MODIFICATION TO RIGHTS OF SECURITY HOLDERS.

As set forth under Item 2.01 of this Current Report on Form 8-K, as of the Effective Time, each outstanding share of the Company’s common stock and each stock option, unvested restricted stock unit, performance-based restricted stock unit, vested restricted stock unit and each restricted stock unit held by a current or former non-employee director or terminated employee of the Company, in each case outstanding under the Company’s equity plans, was cancelled and converted into the right to receive the respective consideration specified in the Merger Agreement.

The information set forth under Items 2.01, 3.01 and 5.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

ITEM 5.01 CHANGES IN CONTROL OF REGISTRANT.

As a result of the Transactions, a change in control of the Company occurred, and the Company is now a wholly owned subsidiary of Linn.

The disclosure regarding the Transactions and the Merger Agreement set forth under Items 2.01, 3.03 and 5.02 of this Current Report on Form 8-K is incorporated by reference into this Item 5.01.

ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

Effective upon the consummation of the LinnCo Merger, the Company’s directors and executive officers ceased serving in such capacities.

ITEM 5.03 AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR

As of the effective time of the Conversion, the Amended and Restated Certificate of Incorporation and Restated Bylaws of the Company ceased to be in effect by operation of law and the organizational documents of the Company were the Certificate of Formation and Limited Liability Agreement in accordance with the terms of the Merger Agreement.

A copy of the Certificate of Formation and Limited Liability Agreement of the Company are filed as Exhibits 3.1 and 3.2, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

The disclosure regarding the Merger and the Merger Agreement set forth under Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.03.

ITEM 5.07 SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

The Company held a special meeting of its stockholders on December 16, 2013, at which a quorum was present. The tables below set forth for each matter voted on at the meeting, as certified by the independent inspector of elections, the number of votes cast for and against, as well as the number of abstentions and broker non-votes.

Proposal One: To adopt the Merger Agreement and approve the HoldCo Merger and the LinnCo Merger, and the other transactions contemplated by the Merger Agreement, pursuant to which Berry stockholders will receive 1.68 LinnCo common shares for each share of Berry common stock that they own immediately prior to the Mergers.

<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>	<u>Broker Non-Votes</u>
42,151,040	3,670,065	1,105,948	0

Proposal Two: To approve, on an advisory (non-binding) basis, specified compensation that may be received by Berry's named executive officers in connection with the Mergers.

<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>	<u>Broker Non-Votes</u>
28,060,847	17,682,615	1,183,591	0

Proposal Three: To approve any adjournment of the Berry special meeting, if necessary or appropriate, to solicit additional proxies in favor of Proposal One.

<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>	<u>Broker Non-Votes</u>
38,628,842	7,139,370	1,108,841	0

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
2.1	Agreement and Plan of Merger, dated as of February 20, 2013, by and among Berry Petroleum Company, Bacchus HoldCo, Inc., Bacchus Merger Sub, Inc., LinnCo, LLC, Linn Acquisition Company, LLC and Linn Energy, LLC (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed with the SEC by Berry Petroleum Company on February 21, 2013).
2.2	Amendment No. 1, dated as of November 3, 2013, to the Agreement and Plan of Merger, dated as of February 20, 2013, by and among Berry Petroleum Company, Bacchus HoldCo, Inc., Bacchus Merger Sub, Inc., LinnCo, LLC, Linn Acquisition Company, LLC and Linn Energy, LLC. (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed with the SEC by Berry Petroleum Company on November 4, 2013)
3.1	Certificate of Formation of Berry Petroleum Company, LLC.
3.2	Limited Liability Company Agreement of Berry Petroleum Company, LLC.

SIGNATURES

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

BERRY PETROLEUM COMPANY, LLC
AS SUCCESSOR TO BERRY PETROLEUM COMPANY

Dated: December 20, 2013

By: /s/ Candice J. Wells

Name: Candice J. Wells

Title: Vice President, General Counsel and Corporate Secretary

Exhibit Index

<u>Exhibit Number</u>	<u>Description</u>
2.1	Agreement and Plan of Merger, dated as of February 20, 2013, by and among Berry Petroleum Company, Bacchus HoldCo, Inc., Bacchus Merger Sub, Inc., LinnCo, LLC, Linn Acquisition Company, LLC and Linn Energy, LLC (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed with the SEC by Berry Petroleum Company on February 21, 2013).
2.2	Amendment No. 1, dated as of November 3, 2013, to the Agreement and Plan of Merger, dated as of February 20, 2013, by and among Berry Petroleum Company, Bacchus HoldCo, Inc., Bacchus Merger Sub, Inc., LinnCo, LLC, Linn Acquisition Company, LLC and Linn Energy, LLC. (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed with the SEC by Berry Petroleum Company on November 4, 2013)
3.1	Certificate of Formation of Berry Petroleum Company, LLC.
3.2	Limited Liability Company Agreement of Berry Petroleum Company, LLC.

CERTIFICATE OF FORMATION
OF
BERRY PETROLEUM COMPANY, LLC

This Certificate of Formation, dated December 16, 2013, has been duly executed and is filed pursuant to Sections 18-201 and 18-204 of the Delaware Limited Liability Company Act (the "Act") to form a limited liability company (the "Company") under the Act.

1. **Name.** The name of the limited liability company is:

Berry Petroleum Company, LLC

2. **Registered Office; Registered Agent.** The address of the registered office required to be maintained by Section 18-104 of the Act is:

Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

The name and address of the registered agent for service of process required to be maintained by Section 18-104 of the Act are:

The Corporation Trust Company
Corporation Trust Center 1209 Orange Street
Wilmington, Delaware 19801

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of the date first written above.

By: BACCHUS HOLDCO, INC.
its sole member

By: /s/ Davis O. O'Connor
Davis O. O'Connor
President

Signature Page to Certificate of Formation of Berry Petroleum Company, LLC

LIMITED LIABILITY COMPANY AGREEMENT

OF

BERRY PETROLEUM COMPANY, LLC

A Delaware Limited Liability Company

This LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") of Berry Petroleum Company, LLC (the "**Company**"), dated as of December 16, 2013, is adopted, executed and agreed to by Bacchus HoldCo, Inc., a Delaware corporation and the sole member of the Company (the "**Member**").

1. **Formation.** The Company has been formed as a Delaware limited liability company under and pursuant to the Delaware Limited Liability Company Act (the "**Act**"). This Agreement shall be deemed to have become effective upon the formation of the Company.

2. **Name.** The name of the Company is "Berry Petroleum Company, LLC".

3. **Term.** The Company shall have perpetual existence.

4. **Purposes.** The purposes of the Company are to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act.

5. **Sole Member.** The Member shall be the sole member of the Company. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided for in the Act.

6. **Contributions.** The Member has made, or will make, an initial contribution to the capital of the Company in the amount of \$1,000.00. Without creating any rights in favor of any third party, the Member may, from time to time, make additional capital contributions of cash or property to the capital of the Company, but shall have no obligation to do so.

7. **Distributions.** The Member shall be entitled (a) to receive all distributions (including, without limitation, liquidating distributions) made by the Company, and (b) to enjoy all other rights, benefits and interests in the Company.

8. **Taxes.** The Member shall prepare and timely file (on behalf of the Company) all state and local tax returns, if any, required to be filed by the Company.

9. **Management.**

(a) The management of the Company shall be exclusively vested in the Member, and the Company shall not have "managers," as that term is used in the Act. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Member, which shall make all decisions and take all actions for the Company.

(b) The Member may, from time to time, designate one or more persons to be officers or authorized representatives of the Company (each, an “**Authorized Representative**”) on such terms and conditions as the Member may determine. Any Authorized Representative so designated shall have such title and authority and perform such duties as the Member may, from time to time, designate or as are normally associated with such office. Any such Authorized Representative may be removed from their office with or without cause by a vote of the Member.

10. **Exculpation and Indemnity.** Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, neither the Member nor the Authorized Representatives (individually a “**Covered Person**” and, collectively, the “**Covered Persons**”) shall be liable or accountable in damages or otherwise to the Company for any act or omission done or omitted by a Covered Person in good faith, unless such act or omission constitutes willful misconduct. The Company shall indemnify each Covered Person to the fullest extent permitted by law against any loss, liability, damage, judgment, demand, claim, cost or expense incurred by or asserted against the Covered Person (including, without limitation, reasonable attorneys’ fees and disbursements incurred in the defense thereof) arising out of any act or omission of the Covered Person in connection with the Company, unless such act or omission constitutes bad faith, gross negligence or willful misconduct on the part of the Covered Person.

11. **Dissolution.** The Company shall dissolve and its affairs shall be wound up at such time, if any, as the Member may elect. No other event will cause the Company to dissolve.

12. **Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Delaware (excluding its conflict-of-laws rules).

13. **Amendments.** This Agreement may be modified, altered, supplemented or amended at any time by a written agreement executed and delivered by the Member.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being the Member of the Company, has caused this Agreement to be duly executed as of the date first set forth above.

MEMBER:

BACCHUS HOLDCO, INC.

By: /s/ Davis O. O'Connor

Name: Davis O. O'Connor

Title: President

[Signature Page to Limited Liability Company Agreement]