Part 2A of Form ADV: Firm *Brochure*

Item 1 Cover Page

January 31, 2014

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This brochure provides information about the qualifications and business practices of J. L. Bainbridge & Co., Inc. If you have any questions about the contents of this brochure, please contact us at (800) 899-5171. The information in this brochure has not been approved or verified by the United States Security and Exchange Commission or by any state securities authority.

Additional information about J. L. Bainbridge & Co., Inc. also in available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 Material Changes

There are no material changes since J. L. Bainbridge & Co., Inc.'s last annual update filed January 31, 2014.

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Item 4 Advisory Business

J. L. Bainbridge & Co., Inc. is principally owned by: Jerry L. Bainbridge, President; and Fay E. Bainbridge, C.O.O.

J. L. Bainbridge & Co., Inc. has been in business since 1981.

J. L. Bainbridge & Co., Inc. primary investment program is conservative growth in well established domestically based companies that have been in business for decades and have strong market positions for their products and services. We also have a fixed income program for clients that desire a balance between stocks and fixed income.

J. L. Bainbridge & Co., Inc. investment philosophy is to seek U. S. companies that are earning double digit percentage growth, have limited debt, and have excess cash flow. Of the companies selected for investment, we monitor their financial and business conditions continually. If we believe there business prospects may be diminishing we will sell the companies' stock in the portfolio. We are also constantly on the look out for potential new companies to add to our portfolio. We invest for the long term and accordingly believe that earnings growth will reward the investor over time regardless of everyday media hype.

J. L. Bainbridge & Co., Inc. client accounts are all discretionary with assets under management in its equity program of $436,600,100 and an additional $15,338,000 in its fixed income program as of December 31, 2013.

Item 5 Fees and Compensation

J. L. Bainbridge & Co., Inc. manages client accounts on a discretionary basis for growth and income. Each account is managed via individual brokerage accounts. UNDER NO CIRCUMSTANCES WILL CLIENT'S SERVICE WITH ADVISOR BE ASSIGNED WITHOUT CLIENT'S PRIOR CONSENT. Client's accounts managed for growth are charged a non-negotiable annual fee of 1 % up to $1,000,000.00 and 0.7 % on assets over $1,000,000.00. We bill our fee at the end of each six months of service based on the total market value of account(s) at time of billing per the following schedule:

0.50 percent of asset value up to $1,000,000.00
0.35 percent of asset value above $1,000,000.00

For example, an account with $1,500,000 asset value at time of billing would be charged a fee of $6,750, i.e., $1,000,000 X 0.5%=$5,000+$500,000 X 0.35%=$1,750.

Client accounts also managed for income are charged a non-negotiable annual fee of 0.45 %. We bill this fee at the end of each six months of service at half this rate (0.225 %) based on the total market value of client account(s) invested in fixed income.

PAYMENT OF THESE FEES IS SOLEY CONTINGENT UPON CLIENT'S COMPLETE SATISFACTION. However, if client does not remit payment of fee for a period exceeding two years, based on client's claim of dissatisfaction, Advisor has as his only recourse the right to discontinue investment advisory service to client.

Client may terminate service at anytime in writing to Advisor, and Advisor will not assess a management fee for the interim period since client's last payment of management fee.

Item 6 *Performance-Based Fees* and Side-By-Side Management

This item is not applicable to J. L. Bainbridge & Co., Inc.

Item 7 Types of *Clients*

J. L. Bainbridge & Co., Inc. manages money for individuals, corporations, trusts, and non-taxable retirement accounts.

Item 8 Methods of Analysis, Investment Strategies and Risk of Loss

J. L. Bainbridge & Co., Inc. follows a fundamental approach to analysis. We analyze companies selected for investment based on the business(es) they are engaged in and the future prospects for the(se) business (es). We constantly monitor the companies selected for investment to ensure that their earnings are growing. All analysis is done in house and therefore do not rely on any third party analysis.

We strive to minimize risk by investing in only well established companies that have been in business for decades with strong market positions for their products and services. These companies also have limited debt, excess cash flow, and earnings growth.

While we strive in minimise risk, these companies are subject to loses due to market, natural disaster, and geopolitical conditions that are beyond their control.

Item 9 Disciplinary Information

J. L. Bainbridge & Co., Inc. nor any of it's employees have been subject to any disciplinary inquiries or actions.

The following information is being provided for the purpose of full disclosure. Since inception, J. L. Bainbridge & Co., Inc. has faced three lawsuits all of which related to the financial crisis of 2008 and 2009 that caused the market to decline indiscriminately. In two of these lawsuits, J. L. Bainbridge & Co., Inc. were co-defendants with Charles Schwab & Co., Inc. The first lawsuit involved a claim that J. L. Bainbridge & Co., Inc. failed to follow the client's instructions and Charles Schwab & Co., Inc. failed to oversee the situation. The suit was settled jointly in mediation for less than 10% of the damages sought by plaintiff.

The second lawsuit involved losses a client incurred from declines in a Charles Schwab Mutual Fund. The case was settled jointly for less that a third of the damages sought by plaintiff.

In the third lawsuit, J. L. Bainbridge & Co., Inc. was the sole defendant and the plaintiff was seeking recovery from losses resulting from the plaintiff's independent action, contrary to J. L. Bainbridge & Co., Inc.'s advise, to sell his portfolio during the market decline in early 2009. This case was settled in mediation for fraction of plaintiff's complaint.

A former client filed a complaint with the Securities and Exchange Commission claiming she experienced poor investment results from J. L. Bainbridge & Co., Inc. in 2009. Her perception of poor performance did not take into account that she made numerous withdrawals from her account. We responded to the SEC and the SEC has not responded. J. L. Bainbridge & Co., Inc. considers this case to be closed.

Item 10 Other Financial Industry Activities and Affiliations

J. L. Bainbridge & Co., Inc. does not have any other financial industry activities and/or affiliations.

Item 11 Code of Ethics, Participation or Interest in *Client* Transactions and Personal Trading

Code of Ethics

J. L. Bainbridge & Co., Inc., including all “access persons,” is cognizant of the fiduciary duty that we owe to our clients requiring undivided loyalty. It is our firm policy that all “access persons” understand the importance of undivided loyalty to our clients. No “access person” shall engage in self dealing nor engage in any activity without putting the interest of client(s) first. J.L. Bainbridge & Co., Inc. encourages a culture of the highest ethical standards premised on the fundamental principles of openness, integrity, honesty, trust, and full compliance with the federal securities laws. A copy of J. L. Bainbridge and Co., Inc.'s code of ethics is available upon request.

Personal Trading

J. L. Bainbridge & Co., Inc. manages personal accounts based on the same criteria that client accounts are managed. Therefore, J.L. Bainbridge & Co., Inc. and its employees have positions in the same securities as clients. In order to avoid any conflict of interest, when Advisor initiates a purchase or sale program, Clients positions are bought or sold prior to J. L. Bainbridge & Co., Inc. and its employees' positions. In addition, the purchase and sale of securities is in most cases conducted as a block trade. Each account affected in these block trades will participate in an aggregated order at the average price. Advisor will not participate in any block trades.

Item 12 Brokerage Practices

J. L. Bainbridge & Co., Inc. is not a broker/dealer. Therefore, J. L. Bainbridge & Co., Inc. has routinely directed clients to custody their assets at a discount broker/dealer namely Charles Schwab & Co., Inc. The client(s) grant us with Limited Power of Attorney giving us discretion to make trades in client accounts. This protects both us and our clients since we do not have access to client funds. J. L. Bainbridge & Co., Inc. also manages money in custody at other broker/dealers and clients may choose a broker/dealer of their choice.

Item 13 Review of Accounts

J. L. Bainbridge & Co., Inc. and its employees routinely review client accounts. In general, client account(s) are reviewed and rebalanced at our discretion on at least a semi-annual basis. Also, if a decision is made to sell a position, it will be sold in a bulk trade for all clients holding that position. After the sale is made, all client accounts that held that position are reviewed to redeploy the cash generated from the sale.

Item 14 *Client* Referrals and Other Compensation

J. L. Bainbridge & Co., Inc. compensates its employees to represent it's investment advisory services. These employees function in a sales capacity and are compensated based on sales results.

Schwab Advisor Network

Advisor receives client referrals from Charles Schwab and Co., Inc. (Schwab) through Advisor's participation in the Schwab Advisor Network (the service). The service is designed to help investors find an independent investment advisor. Schwab is a broker-dealer independent of and unaffiliated with Advisor. Schwab does not supervise Advisor and has no responsibility for Advisor's management of clients' portfolios or Advisor's other advice or services. Advisor pays Schwab fees to receive client referrals through the service. Advisor's participation in the service may raise potential conflicts of interest such as, but not limited to, those described below.

Advisor pays Schwab a Participation Fees on all referred clients' accounts that are maintained in custody at Schwab and a Non-Schwab Custody Fee on all accounts that are maintained at, or transferred to, another custodian. Participation Fees are a percentage of the value of the assets in the client's account. Advisor pays Schwab Participation Fees for so long as the referred client's account remains in custody at Schwab. Participation Fees are billed to Advisor quarterly and may be increased, decreased, or waived by Schwab from time to time. Participation Fees are paid by Advisor and not by the client. Advisor does not charge clients referred through the Service fees or costs greater than the fees or costs Advisor charges clients with similar portfolios who were not referred through the service.

Advisor generally pays Schwab a Non-Schwab Custody Fee if custody of a referred client's account is not maintained by, or assets in the account are transferred from Schwab. This fee does not apply if the client was solely responsible for the decision not to maintain custody at Schwab. The Non-Schwab Custody fee is a one-time payment equal to a percentage of the assets placed with a custodian other than Schwab. The Non-Schwab Custody Fee is higher than the Participation Fees Advisor generally would pay in a single year. Thus, Advisor will have an incentive to recommend that client accounts be held in custody at Schwab.

Continued on Continuation Page 1.

Item 15 *Custody*

Under no circumstances does J. L. Bainbridge & Co., Inc. have custody of client funds. All client assets are in custody at broker/dealers. This protects both our clients and us by not having access to clients' assets.

Item 16 Investment Discretion

Clients grant J. L. Bainbridge & Co., Inc. with Limited Power of Attorney giving us discretion to make trades in their account(s).

Item 17 Voting *Client* Securities

J. L. Bainbridge & Co., Inc. does not vote or have authority to vote clients shares.

Item 18 Financial Information

The SEC requires firms that charge client fees of more than $1,200.00 for six months or more in advance to provide client with a balance sheet for the most recent fiscal year.

J. L. Bainbridge & Co., Inc. charges its management fee at the end of each six months of service. Since we do not charge our fee in advance, we are exempt from financial disclosure.

Item 19 Requirements for State-Registered Advisers

J. L. Bainbridge & Co., Inc, is Federally registered with Securities and Exchange Commission.

The Participation and Non-Schwab Custody Fees are based on the amount of assets in accounts of Advisor's clients who were referred by Schwab and those referred clients' family members living in the same household. Thus, Advisor will have incentives to encourage household members of clients referred through the Service to maintain custody of their accounts at Schwab.

For accounts of Advisor's clients maintained in custody at Schwab, Schwab will not charge the clients separately for custody but will receive compensation from Advisor's clients in the form of commissions or other transaction related compensation on securities trades executed through Schwab. Schwab also will receive a fee (generally lower than the applicable commission on trades it executes) for clearance and settlement of trades executed through broker-dealers other than Schwab. Schwab's fees for trades executed at other broker-dealers are in addition to the other broker-dealers fees. Thus, Advisor may have an incentive to cause trades to be executed through Schwab rather than another broker-dealer. Advisor nevertheless, acknowledges his duty to seek the best execution of trades for client accounts. Trades for client accounts held in custody at Schwab may be executed through a different broker-dealer than trades for Advisor's other clients. Thus, trades for accounts in Schwab's custody may be executed at different times and different prices than trades for other accounts that are executed at other broker-dealers.