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COUNSEL FOR STATE

MONTANA FIRST JUDICIAL DISTRICT COURT,  
LEWIS AND CLARK COUNTY

STATE OF MONTANA,  Plaintiff,  v.  JASON ELLSWORTH,  Defendant.	Cause No. _____  <i>The Honorable</i> _____  <b>MOTION FOR LEAVE TO FILE AN INFORMATION AND AFFIDAVIT IN SUPPORT</b>  <b>MOTION FOR SUSPENSION FROM OFFICE PENDING FINAL JUDGMENT</b>
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STATE OF MONTANA                 )  
  : ss.  
County of Lewis & Clark         )

Daniel Guzynski and Stephanie Robles, Assistant Attorneys General  
for the State of Montana, move the Court for leave to file an Information, and  
further move the Court to exercise its discretion in suspending Senator Jason  
Ellsworth from office without pay pending final judgment pursuant to Mont.  
Code Ann. § 45-7-401(4).

**MOTION FOR LEAVE TO FILE AN INFORMATION AND AFFIDAVIT IN SUPPORT; AND  
MOTION FOR SUSPENSION FROM OFFICE PENDING FINAL JUDGMENT**

After first being duly sworn upon oath, alleges, based on information and belief that Defendant has committed the offense of:

**OFFICIAL MISCONDUCT, a MISDEMEANOR**, as specified in Mont. Code Ann. § 45-7-401(c).

It is the State's belief that the following facts provide probable cause that the Defendant, Jason Ellsworth, committed the alleged offense:

The following information was obtained from the Montana Division of Criminal Investigation (DCI) Investigative Report 25-00127 and the 69<sup>th</sup> Montana Senate Ethics Committee hearing. The report is written by DCI Agents Bradley Tucker and Niel Lawrence (investigators).

Legislative Auditor for the State of Montana submitted a letter to the Montana Department of Justice and the Helena Police Department on February 14, 2025, alleging that Senator Ellsworth had violated Mont. Code Ann. § 45-7-401, Official Misconduct. A formal letter requesting that DCI investigate the allegations was forwarded to the Montana Department of Justice on February 24, 2025.

The President of the 69<sup>th</sup> Senate, Matt Regier, was interviewed by investigators on May 23, 2025. Senator Regier said he learned of the contracting incident a few days after January 6, 2025, once the legislative session had begun. Senator Regier learned through Senator Barry Usher that

the contract had been given to Bryce Eggelston, a friend and business partner of Senator Ellsworth of more than twenty (20) years.

On February 25, 2025, DCI Agents were assigned to investigate allegations of Official Misconduct that occurred in the Montana Senate in Lewis and Clark County. The suspect in the case is former President of the Senate and current Senator Jason Ellsworth.

Senator Regier stated he first grew concerned about this issue when looking at Bryce Eggelston's lack of qualifications for the contracted work, along with the fact that Agile Analytics was created two weeks prior to Ellsworth submitting the contracts. It was later revealed through a January 27, 2025, interview with Bryce Eggelston that the company was originally named AgileXO, created in July 2024, and restructured with Eggelston as the sole owner, investor, and employee in December 2024. Eggelston was interviewed by Joan Mell, Senator Ellsworth's attorney in the ethics hearing.

Senator Regier told investigators that once he learned of the initial splitting of the contracts by Senator Ellsworth, he then notified the Legislative Audit – Fraud, Waste, and Abuse hotline. Senator Regier stated that Senator Ellsworth should have relied on nonpartisan legislative attorneys to go through the procurement process for a state-awarded contract.

As a result of the reported conduct, the Legislative Audit Division (LAD) completed an investigation into Senator Ellsworth, accompanied by a January 24, 2025, memorandum alleging he had improperly executed a \$171,100 contract with Bryce Eggelston, President of Agile Analytics, LLC. The audit report concluded that Senator Ellsworth had abused his position and wasted state resources. The Senate then voted unanimously on January 27, 2025, for the Senate Ethics Committee to be convened to investigate the conduct of Senator Ellsworth. During the investigation, various legislative employees and legislators were called to testify in front of the Senate, and were subject to confrontation by Senator Ellsworth in an official proceeding. Ultimately, the Senate Ethics Committee substantiated that Senator Ellsworth had abused his position and wasted resources.

Jason Ellsworth has been representing Senate District 43 since 2019 and was elected the 68<sup>th</sup> President of the Montana Senate in 2023. Senator Ellsworth served as Senate President until January 2025 when Senator Matt Regier took office. Senator Ellsworth was also serving as Chairman of the Senate Select Committee on Judicial Oversight and Reform (SSCJOR). The Select Committee held twelve (12) meetings between April 29, 2024, and December 4, 2024, in which the committee drafted twenty-seven (27) bills to propose to the 2025 Legislature.

In an SSCJOR meeting on November 14, 2024, Senator Ellsworth introduced the idea that the committee hire a college student, or someone cheap, to track the bills as they go through the legislative session and beyond. The proposed idea would be to have someone track the bill's legislative history, collect and compile data after the bill was implemented, then analyze and report their findings to the SSCJOR. When Senator Ellsworth first introduced the idea, he asked if any member of the committee would make a motion to support. None of the members did, so Senator Ellsworth made the motion himself. Senator McGillvray stated in his May 20, 2025, interview, that he recommended that the SSCJOR instruct a staff member to track the bills, or to use the state's bill tracking software to track the bills, as it would be free and would save time. Senator Ellsworth then withdrew his motion after receiving no support. Senator McGillvray served on both the SSCJOR and the Senate Ethics Committee.

The subject was again introduced on December 4, 2024, in a subsequent SSCJOR meeting, where Senator Ellsworth proposed again that the committee hire outside help to track the bills. Senator Barry Usher, a SSCJOR member, indicated in his May 20, 2025 interview there was no desire among committee members to pursue the bill tracking through an outside source and instead it was recommended again that a staff member complete the work. Senator Usher stated that the committee decided Rachel

Wiess, a Legal Services Division (LSD) employee, would compile a report and submit it to the committee.

On December 26, 2024, Senator Ellsworth submitted two (2) contracts to A.C., a financial manager for the state, through his personal email. A.C. was interviewed by investigators on May 7, 2025, and stated that Senator Ellsworth emailed both contracts to her, and she noted that the contracts did not look right because they were nearly identical, labeled Bill Implementation Analysis Contract (A) and Bill Implementation Analysis Contract (B). The only discernable difference was the bills Agile Analytics contracted to track, with Contract A assigning fourteen (14) of the bills, and Contract B assigning the other thirteen (13) bills. Furthermore, there were severe deficiencies in the contracts, and they did not adhere to the State's standard contract template. Both contracts were signed by Jason Ellsworth as President of the Senate, and Bryce Eggelston as the representative for Agile Analytics.

Legal Services employee J.H. was interviewed May 7, 2025. J.H. had learned of the contracts through a December 26, 2024, call with A.C., where she informed him that there were two signed contracts with invoices requesting payment in full for approximately \$170,000. J.H. directed A.C. not to pay the invoices.

A.C. also forwarded the email with the contracts to legislative attorney J.C. for review. Senator Ellsworth called A.C., who walked into the office of J.C. while on the phone with Ellsworth.

J.C., the deputy legal director for LSD and a legislative attorney with fifteen (15) years of experience with the procurement process for State contracts, was interviewed on May 7, 2025, about his involvement. In this interview, J.C. remembered the two contracts forwarded to him by A.C. and expressed his concerns to investigators about the contracts. First, his office was not involved in the drafting, negotiating, or executing of the contracts, which they normally are. Second, as the contracts were also already fully executed and already wet signed, there was legal exposure present since the contracts were already executed. J.C. stated he could not find a legal way out of the contracts. Third, J.C. specifically noted that nothing about the process of submitting these contracts was usual. The contracts should not have been split in two, and his office did not have delegation authority for both contracts since their authority is limited to amounts under \$100,000, with any contracts over \$100,000 requiring a lengthy contract procurement process. These contracts were submitted on December 26, 2024, for over \$170,000, and the funds expired on December 31, 2024, so the process was expedited to accommodate for an incredibly short time frame. Finally, J.C. noted that

Senator Ellsworth had not done any of the procurement procedures for contracts under \$100,000, nor for a contract exceeding \$100,000.

J.C. explained that when procuring a contract for services over \$100,000 with the State of Montana, the services needed must be advertised, openly bid on, and each applicant must be formally reviewed and submitted through the Department of Administration before any contract can be awarded. None of these steps were completed by Senator Ellsworth. If the contract is for less than \$100,000, the process allows for a more limited solicitation of bids but does require proof of at least three (3) documented interviews with interested applicants, conducted by phone call or otherwise, and then justification of why the applicant chosen was selected. None of these procedures were followed by Senator Ellsworth.

J.H. explained that he was contacted on December 27, 2024, via an email from J.C. containing the contracts and invoices. J.H. told investigators that the original contracts were drafted without LSD knowledge, and that it is not customary to pay invoices before any work on the contract has been completed. J.H. described a phone call he had with Senator Ellsworth on December 27, 2024, where J.H. reportedly told Senator Ellsworth that the contracts should be canceled to help avoid the appearance of impropriety, to which Senator Ellsworth agreed. However, Senator Ellsworth did not cancel



the contracts and even went on to sign a revised final contract with Agile Analytics on December 31, 2024.

J.C. worked with the Department of Administration (DOA) to draft a finalized, single contract from Senator Ellsworth's contracts. During this process, J.C. was directed by the DOA to create a Sole Justification Form, which allows for contracted work to subvert the procurement process if the contractor can prove that the work is unique and the applicant is the sole source in Montana by which this work can be completed. J.C. was not sure if the DOA could even do a sole source justification for a contract for amounts over \$100,000, but assisted in the creation of the new contract because he was concerned about the timeframe and the fact that the State of Montana was already legally bound by the original two contracts.

J.C. stated that even though Senator Ellsworth might have had the authority to spend the money allocated to the SSCJOR, Senator Ellsworth was still required to follow the procurement process by law. J.C. listed several examples of previous contracts that Senator Ellsworth had been involved with, including one that included a Sole Source Justification contract. J.C. noted that while he was not sure if Senator Ellsworth knew he had to follow the procurement process, Senator Ellsworth absolutely knew the way these contracts were submitted was different, as legal had always been involved in each of Senator Ellsworth's previous contracts and that

nothing like the process of submitting and approving these contracts had ever been done in the past.

A.C. stated that she remembered a conversation she had with Senator Ellsworth near the end of October 2024, before the November 14, 2024 and December 4, 2024 SSCJOR meetings occurred. She told investigators Senator Ellsworth asked how he could hold back some money to pay for a contract to help with the SSCJOR, and she advised him that he should work with legal and her office, the DOA, to come up with a way to obligate the funding before December 31, 2024, as that was when the funding would expire. A.C. stated that it was the last conversation that she had with Senator Ellsworth about the contracts until he submitted them, and that she did not tell Ellsworth to write these contracts himself. A.C. also stated she felt that Senator Ellsworth did not tell her the whole truth regarding both the contracts and his relationship with Bryce Eggelston. A.C. stated she felt as though it was Senator Ellsworth's intention to hire Agile Analytics the whole time.

Investigators conducted an interview with Department of Administration Director on April 1, 2025. Director M.G. stated she had received a call from Senator Ellsworth on December 27, 2024, regarding a sole source contract. Senator Ellsworth allegedly told M.G. that the SSCJOR had requested outside help to track the bills, but that he needed help executing the contract. M.G. had Senator Ellsworth explain the vendor on the

Sole Source Justification form and received an email containing the form filled out by Senator Ellsworth. M.G. was on vacation and thus was only able to review the documents on her phone. She told investigators that due to her bad eyesight, she was unable to properly review the form but sent it to L.S., a procurement operations manager with the DOA. L.S. stated in her April 1, 2025, interview that she reviewed everything Senator Ellsworth had sent over in the email and then informed M.G. of the two signed and executed contracts along with the Sole Source Justification form.

M.G. told investigators that the government typically does not allow for payment upfront and many of the State's usual terms and conditions were absent from Senator Ellsworth's contracts, such as the termination for convenience clause. M.G. conducted a phone call with Senator Ellsworth where she asked him questions regarding the Sole Source Justification form. Senator Ellsworth stated in that phone call that the SSCJOR had approved the funding and wanted to hire someone for outside work. His justification for choosing Agile Analytics was that the company was cheaper than independent attorneys who charged three hundred dollars (\$300) or more an hour and thus could work more hours on the project, the work was extremely custom in nature, and Agile Analytics had the experience to best perform this type of bill tracking work.

Based on the information provided through the conversations with Senator Ellsworth, the original two contracts, and the Sole Source Justification form, a new single contract (the final contract) was drafted by the DOA and J.C. This contract included all the standard terms and conditions of a contract with the State as well as a payment plan over twenty-four (24) months, rather than delivering the entire amount upfront. The final contract was sent for signatures from the parties. Senator Ellsworth signed the final contract not only as President of the Senate, but also as Chairperson of the SSCJOR, along with a legal approval signature from J.C. and approval as to form for the State from L.S. This contract was sent to Bryce Eggeston, who agreed to the revised contract and signed it as well. The new contract went into effect December 31, 2024.

During an interview with another member of the SSCJOR on May 20, 2025, the committee member told investigators that when Senator Ellsworth signed the final contract as President and Chairman of the Select Committee, he was essentially saying that the SSCJOR had approved this spending. The committee member explained this was incorrect as the SSCJOR had agreed to let an employee track the bills, despite Senator Ellsworth's motions to hire an outside analyst. The committee member also highlighted how unusual it was that Agile Analytics would report directly to Senator Ellsworth's email, instead of to the SSCJOR as a whole. During interviews with committee

members and legislators, it was noted that there would be no reason to contract for a company to track all twenty-seven (27) of the bills since there is no guarantee that all of them would pass. Investigators learned that of the original twenty-seven (27) bills, only seven (7) bills had passed and one (1) was vetoed, thus Agile Analytics would have been contracted \$171,100 to track six (6) bills.

On January 10, 2025, Senator Ellsworth approved an invoice from Agile Analytics for \$7,087.50, in which Agile Analytics reported working on data gathering and analysis prep. Bryce Eggelston later admitted under oath in his January 27, 2025 interview that he had never started or performed any work before the final contract was terminated on January 19, 2025.

In his interview, Eggelston stated that he canceled the contract due to the public backlash he was receiving, as it was damaging to his business, but maintained that both he and Ellsworth never did anything wrong. Eggelston also described how he had been the one to write the initial contracts, that he thought would only be drafts or proposals. He does not explain why both he and Senator Ellsworth wet-signed these documents he thought were just drafts. The explanation Eggelston gave for why he drafted two contracts instead of one was that he did not know how he would complete the work, as he was working alone, and stated that he split the contracts in case he

needed to subcontract part of the work. Subcontracting of state awarded contracts is not allowed under Mont. Code Ann. § 18-4-141.

Additionally, according to Eggelston, Senator Ellsworth never informed Eggelston about the procurement process or the \$100,000 threshold that changes the contract procurement process. Eggelston said that the \$100,000 threshold did not factor into his decision to split the contracts into two approximately \$80,000 contracts. Splitting contracts “so as to constitute a small purchase or limited solicitation” to avoid procurement requirements is not allowed under Mont. Code Ann. § 18-4-305.

Based on the above investigation, the affiant moves the Court for leave to file the requested Information.

The State also moves the Court to exercise its statutory discretion and suspend Senator Ellsworth from office without pay pending final judgment, under Mont. Code Ann. § 45-7-401(4), which states “A public servant who has been charged as provided in subsection (3) may be suspended from office without pay pending final judgment. Upon final judgment of conviction, the public servant shall permanently forfeit the public servant's office. Upon acquittal, the public servant must be reinstated in office and must receive all backpay.” The State moves the Court to impose this provision upon Senator Ellsworth. The provision appears to be in the interest of protecting the public from public servants charged under this statute. Given the severity and

nature of the alleged offense, the State believes official suspension from office pending final judgment is appropriate.

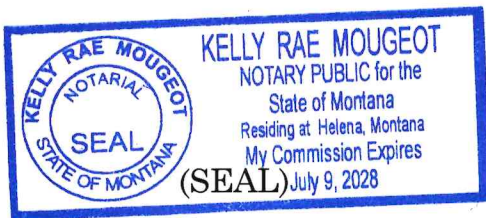
Therefore, the affiant moves the Court to suspend Senator Ellsworth from his office.

DATED this 18th day of December, 2025.

DANIEL M. GUZYNSKI  
STEPHANIE ROBLES  
Assistant Attorneys General

By:   
STEPHANIE ROBLES

SUBSCRIBED AND SWORN to before me this 18 day of December, 2025.



  
Notary Public for the State of Montana