



BEFORE THE ARIZONA CORPORATION CO

Arizona Corporation Commission

COMMISSIONERS

DOCKETED

FEB - 6 2013

BOB STUMP, Chairman
GARY PIERCE
BRENDA BURNS
BOB BURNS
SUSAN BITTER SMITH

DOCKETED BY nr

In the matter of:
JOSHUA TRENT (CRD# 3096291) d/b/a PHXiNVEST,
DEREK DAHL d/b/a PHXiNVEST and TASHA TRENT DAHL, husband and wife,
REAL ESTATE MONSTER, LLC, an Arizona limited liability company,
Respondents.

DOCKET NO. S-20857A-12-0411

DECISION NO. 73665

ORDER TO CEASE AND DESIST, ORDER FOR ADMINISTRATIVE PENALTIES AND CONSENT TO SAME
BY: RESPONDENTS JOSHUA TRENT, DEREK DAHL, TASHA TRENT DAHL, AND REAL ESTATE MONSTER, LLC

Respondents Joshua Trent, Derek Dahl, Tasha Trent Dahl, and Real Estate Monster, LLC ("Respondents") elect to permanently waive any right to a hearing and appeal under Articles 11 and 12 of the Securities Act of Arizona, A.R.S. § 44-1801 et seq. ("Securities Act") with respect to this Order To Cease And Desist, Order for Administrative Penalties and Consent to Same By: Respondents Joshua Trent, Derek Dahl, Tasha Trent Dahl, and Real Estate Monster, LLC ("Order"). Respondents admit the jurisdiction of the Arizona Corporation Commission ("Commission"); neither admit nor deny the Findings of Fact and Conclusions of Law contained in this Order; and consent to the entry of this Order by the Commission.

I.

FINDINGS OF FACT

1. Joshua Trent (CRD#3096291) d/b/a PHXiNVEST ("Trent"), has been at all relevant times a married man and a resident of the state of Utah. Trent has not been a registered salesman with the Commission since 2000.

1 2. Derek Dahl d/b/a PHXiNVEST (“Dahl”), has been at all relevant times a married
2 man and a resident of the state of Arizona. At all relevant times, Dahl has been a member of
3 Real Estate Monster, LLC.

4 3. Real Estate Monster, LLC (“REM”), has been a limited liability company
5 organized under the laws of the state of Arizona in November 2009. At all relevant times,
6 REM’s business office has been in Arizona. REM is a member managed limited liability
7 company.

8 4. Trent, Dahl, and REM may be collectively referenced as “Respondents”.

9 5. Tasha Trent Dahl (“Respondent Spouse”) has been at all relevant times the spouse of
10 Respondent Dahl. Respondent Spouse is joined in this action under A.R.S. § 44-2031(C) solely for
11 purposes of determining the liability of the marital community.

12 6. At all relevant times, Respondent Dahl has been acting for his own benefit and for
13 the benefit or in furtherance of the marital community.

14 7. At all times relevant, Respondents were not registered with the Commission as
15 dealers or salesmen.

16 8. From at least August 20, 2012, Respondents offered investment opportunities in and
17 from Arizona involving deeds of trust on residential real estate (“PHXiNVEST Offering”).

18 9. The PHXiNVEST Offering was offered nationwide via the PHXiNVEST website,
19 www.phxinvest.com (“Website”), and directly to Arizona residents via e-mail, telephone, and in-
20 person solicitation.

21 10. At all relevant times, the PHXiNVEST Offering was publicly offered on the
22 Website. The Website stated that the “Mission” of PHXiNVEST is, “to provide good returns for
23 passive investors via Deed of Trust investments secured by cash flowing real estate.”

24 11. The Website’s Investment Strategy tab stated, “At PHXiNVEST, our investment
25 strategies were developed based on **over 15-years of experience with investment real estate and**
26

1 **relationships with investors.** We understand the value of generating a good return but we also
2 know the importance of protecting an investment.”

3 12. The Website listed “Our Team” to include Dahl and Trent. Dahl was listed to be a
4 real estate broker and was stated to be a “Real Estate Investment Expert” that “[s]pecialized in
5 foreclosures and distressed properties for over ten years, Derek [Dahl] has purchase [sic], fixed and
6 flipped hundreds of properties. Identifying and buying pre-foreclosures, short sales, foreclosure
7 auctions properties and bank owned properties (REO) at deep discounts, remodeling and selling
8 them for big profits [sic].”

9 13. The Website listed Trent as “Vice President of Business Development with
10 PHXiNVEST”. It further stated, “Joshua [Trent] works with investors to present investment
11 opportunities in real estate in the Greater Phoenix Metro Area of Arizona” and that “[h]e has held a
12 Series 6, 63, Life and Health insurance licenses; these have enabled him to understand financial
13 planning and investment services for diversified investment strategies.”

14 14. The Website offered investment options, one of which was referenced as the “Deed
15 of Trust’ Strategy”.

16 15. Under the “Deed of Trust” option, the Website stated, “In this strategy the investor
17 acts as the lender on a property, this is done through a Deed of Trust; a legal document secured
18 against the property as collateral for the investor’s loan. In other words, you are acting as the bank
19 and reaping the benefits of the interest payments.” It further stated,

20 We start with finding properties that will provide the **most protection and best**
21 **security** for the investor; we do this by verifying the collateral, or property, is in
22 good shape, has equity and good cash flow potential. Once a property is chosen, **we**
23 **have all documentation prepared and reviewed by an attorney proficient in**
24 **real estate law and legal contracts** to insure all documentation is done correctly.
25 Once the contracts are reviewed and all parties are in agreement, the loan is issued
26 and secured against in the property on behalf of the investor.

Since the Deed of Trust is a loan the investor will have a fixed rate of return.
Returns are determined by the needs of the investor and range from 6 – 12% return
per annum.

(emphasis in original).

1 16. The Website stated, "All of our passive investors receive a fix interest rate return
2 secured by a deed of trust against the property. Interest rates can range anywhere from 6-10%
3 depending on the equity share an investor chooses on the property. The equity share allows the
4 passive investor to generate higher returns through appreciation and lease option fees."

5 17. The Website stated, "Returns can go above 18% per annum, depending on the
6 structure of the investment chosen by the investor."

7 18. The Website provided a telephone number for offerees to contact PHXiNVEST, and
8 allowed offerees visiting the Website to fill out a form to "GET STARTED" where they could
9 input their name, e-mail, and telephone number to receive a "Starter Packet". The Website also
10 provided a contact e-mail for Trent, josh@phxinvest.com.

11 19. On August 20, 2012, Trent sent out an e-mail on behalf of PHXiNVEST from the e-
12 mail account josh@phxinvest.com ("August E-Mail"). The e-mail offered the PHXiNVEST
13 Offering, and was sent to at least two offerees, an Arizona resident and a Utah resident. Neither
14 had any pre-existing relationship with Respondents.

15 20. The August E-Mail was titled, "Would you consider being a Hard Money Lender?"
16 The e-mail stated, in part,

17 PHXiNVEST principals have done over 200+ real estate transactions since 2008
18 and our goal is to do many many more. We believe there is an opportunity for great
19 wealth to be made over the next couple years for those willing to take advantage of
20 the current real estate market.

21 You have received this email either because you are involved in real estate already,
22 or because your profession suggests an income status that would allow you the
23 resources to act as a "Hard Money Lender".

24 Our proposal is a simple one: We are willing to pay interest on money provided by a
25 private Hard Money Lender for real estate transactions ranging from short-term (3-6
26 month) Fix-and-Flips to long-term (3-5 year) Buy-and-Hold deals. Funds would be
secured by a deed of trust (similar to a mortgage) using the property as collateral.

PHXiNVEST would use its 15+ years of real estate investing experience in the
Phoenix market to try and create the most profitable transactions possible for us,
while offering to pay deed of trust interest ranging from 9-14% on the private hard
money loans provided by investors like you.

1 If you have any interest in this proposal, please respond to this email by CLICKING
2 HERE and then fill out the contact information; a PHXiNVEST representative will
contact you with additional details and answer any questions you might have.

3 21. The August E-Mail contained a link directing interested offerees to the Website.

4 22. The August E-Mail provided the following contact information, "PHXiNVEST
5 6955 E. Baseline Rd., Ste. 104 Mesa, Arizona 85209 United States (480) 442-3325."

6 23. Starting on August 24, 2012, Trent offered the PHXiNVEST Offering to another
7 Arizona offeree by e-mails and telephone, followed by an in-person offer by Trent and Dahl on
8 September 10, 2012 ("AZ Offeree"). AZ Offeree had no pre-existing relationship with
9 Respondents.

10 24. On August 24, 2012, Trent sent AZ Offeree an e-mail that included information
11 about the PHXiNVEST Offering, and contained an "introductory packet" and sample forms. The
12 introductory packet contained much of the same information as the Website, and included
13 information on the "Deed of Trust" option.

14 25. For the "Deed of Trust" option, the introductory packet stated,
15 When investing you want to make sure your money is safe and protected. A "Deed
16 of Trust" investor is an individual that provides the money needed to purchase,
17 rehab and put long-term funding on the property. Your money is secured against
18 the property with a Deed of Trust, a legal document that holds the property as
19 collateral for your money. The Deed of Trust has an "interest rate return" affixed to
it; in other words, you are acting as the bank and reaping the reward of the interest
payments. Returns as "Deed of Trust" investors can range from 8%-10% fixed per
annum!"

20 26. Trent also sent a sample deed of trust, note, and unconditional guaranty of payment
21 to AZ Offeree with the August 24, 2012 e-mail.

22 27. Trent further stated in the August 24, 2012 e-mail that,
23 "We will consider doing an equity share in the property, we are willing to do that
with two terms:

24 - The interest rate per annum is lowered typically by 1% per 10% of
25 equity share with a maximum of 30% equity share available. Example: If you
wanted 30% in a long-term deal, the interest rate would be 6% per annum instead of
26 the 9% per annum.

1 - The equity share is based on the equity/profits received from the sale
2 of the property; equity share does not include revenue from rental income or fees
3 collected on the property.

4 28. AZ Offeree met with Trent and Dahl on September 10, 2012. Trent and Dahl
5 offered the PHXiNVEST Offering, and made the following statements to the AZ Offeree:

- 6 (a) That Trent handled recruitment of investors, while Dahl “make[s] the money” as
7 the designated broker;
- 8 (b) That they leveraged properties through a lender that lends hard money that
9 allowed them to purchase property by putting down 20%;
- 10 (c) That the investment would require the investor to provide the down payment
11 amount plus the “fix up costs”;
- 12 (d) That AZ Offeree did not have to do any of the work, simply invest;
- 13 (e) That the return on investment depended on how they “partner on the deal”;
- 14 (f) That they had done a previous deals with investors on fix and flips where they
15 had split the profits with the investor at closing of the sale of the property; and
- 16 (g) That Dahl handled the hiring and direction of the rehab work at the properties.

17 29. Following the September 10, 2012 meeting, Trent again e-mailed the AZ Offeree on
18 September 11, 2012, forwarding a “fix-and-flip contract that we use with our fix-and-flip partners.”
19 Trent stated that the entity on the agreement was “Real Estate Monster LLC”, which purchases and
20 holds the properties.

21 30. The document forwarded with the September 11, 2012 e-mail was titled, “Fix and
22 Flip Agreement”. The Fix and Flip Agreement contained the following terms:

- 23 (a) That “the property will be vested in Real Estate Monster LLC, an Arizona LLC
24 owned by Derek Dahl”;
- 25 (b) That the investor will provide a 20% down payment, loan fees, plus interest, as
26 well as the cost of repairs and marketing;

- 1 (c) That REM will finance 80% of the purchase price, with 1.5% interest of the loan
2 amount paid by the investor;
- 3 (d) That the investor agrees to pay for all repairs;
- 4 (e) That REM “will manage the rehab and repairs and list the home with his
5 brokerage”; and
- 6 (f) “Profit on the project will be split 50/50” between REM and the investor “after
7 all cost and contributions have been reimbursed and the loan balance is paid in
8 full.”

9 31. Trent further stated in the September 11, 2012 e-mail to AZ Offeree that, the offer
10 of a 50/50 split was for “new clients” and that subsequent investments would have the following
11 terms:

- 12 (a) “9% fix return using a first deed of trust being held long-term for 12-months
13 up to a maximum of 5-years” ;
- 14 (b) “14% fix return for funds used on a fix and flip deal. First position lien can
15 be offered if the investor is doing the full funding amount; otherwise the
16 funds would be in second position behind the first hard money lender”; and
- 17 (c) “We offer up to a 30% equity share in the deal for both the long and short-
18 term deals, but when we do that we ask for a reduction in the fixed return
19 amount.”

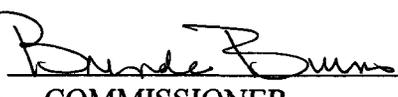
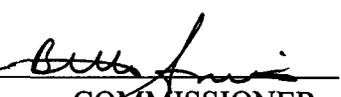
20 32. On July 19, 2012, the Utah Securities Commission issued an Order against Trent
21 (“July Order”). The July Order found that Trent violated the Utah securities laws, made false
22 statements in connection with the offer and sale of securities, failed to disclose material
23 information in connection with the offer and sale of securities, ordered him to cease and desist, and
24 pay a fine.

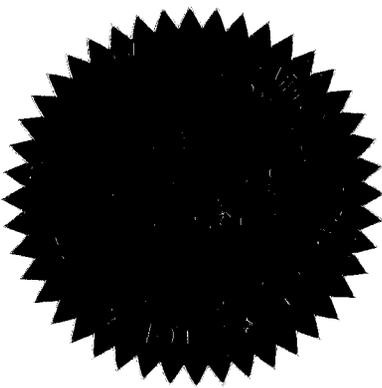
25 33. None of the materials provided to offerees for the PHXiNVEST Offering disclosed
26 the July Order.

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IT IS FURTHER ORDERED that this Order shall become effective immediately.

BY ORDER OF THE ARIZONA CORPORATION COMMISSION

		
CHAIRMAN	COMMISSIONER	
		
COMMISSIONER	COMMISSIONER	COMMISSIONER



IN WITNESS WHEREOF, I, JODI JERICH, Executive Director of the Arizona Corporation Commission, have hereunto set my hand and caused the official seal of the Commission to be affixed at the Capitol, in the City of Phoenix, this 6th day of February, 2013.



JODI JERICH
EXECUTIVE DIRECTOR

DISSENT

DISSENT

This document is available in alternative formats by contacting Shaylin A. Bernal, ADA Coordinator, voice phone number 602-542-3931, e-mail sabernal@azcc.gov.

(SLL)

CONSENT TO ENTRY OF ORDER

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1. Respondents admit the jurisdiction of the Commission over the subject matter of this proceeding. Respondents acknowledge that Respondents have been fully advised of Respondents' right to a hearing to present evidence and call witnesses and Respondents knowingly and voluntarily waive any and all right to a hearing before the Commission and all other rights otherwise available under Article 11 of the Securities Act and Title 14 of the Arizona Administrative Code. Respondents acknowledge that this Order to Cease and Desist, Order for Administrative Penalties and Consent to Same By: Respondents Joshua Trent, Derek Dahl, Tasha Trent Dahl, and Real Estate Monster, LLC ("Order") constitutes a valid final order of the Commission.

2. Respondents knowingly and voluntarily waive any right under Article 12 of the Securities Act to judicial review by any court by way of suit, appeal, or extraordinary relief resulting from the entry of this Order.

3. Respondents acknowledge and agree that this Order is entered into freely and voluntarily and that no promise was made or coercion used to induce such entry.

4. Respondents understand and acknowledge that Respondents have a right to seek counsel regarding this Order, and that Respondents have had the opportunity to seek counsel prior to signing this Order. Respondents acknowledge and agree that, despite the foregoing, Respondents freely and voluntarily waive any and all right to consult or obtain counsel prior to signing this Order.

5. Respondent Trent admits that he is currently, and was during all relevant times, a Utah resident and a married man.

6. Respondents neither admit nor deny the Findings of Fact and Conclusions of Law contained in this Order. Respondents agree that Respondents shall not contest the validity of the Findings of Fact and Conclusions of Law contained in this Order in any present or future proceeding in which the Commission is a party.

1 7. By consenting to the entry of this Order, Respondents agree not to take any action or
2 to make, or permit to be made, any public statement denying, directly or indirectly, any Finding of
3 Fact or Conclusion of Law in this Order or creating the impression that this Order is without factual
4 basis. Respondents will undertake steps necessary to assure that all of Respondents' agents and
5 employees understand and comply with this agreement.

6 8. While this Order settles this administrative matter between Respondents and the
7 Commission, Respondents understand that this Order does not preclude the Commission from
8 instituting other administrative or civil proceedings based on violations that are not addressed by
9 this Order.

10 9. Respondents understand that this Order does not preclude the Commission from
11 referring this matter to any governmental agency for administrative, civil, or criminal proceedings
12 that may be related to the matters addressed by this Order.

13 10. Respondents understand that this Order does not preclude any other agency or
14 officer of the state of Arizona or its subdivisions from instituting administrative, civil, or criminal
15 proceedings that may be related to matters addressed by this Order.

16 11. Respondents agree that Respondents Trent, Dahl, and REM will not apply to the
17 state of Arizona for registration as a securities dealer or salesman or for licensure as an investment
18 adviser or investment adviser representative until such time as all administrative penalties under
19 this Order are paid in full.

20 12. Respondents agree that Respondents Trent, Dahl, and REM will not exercise any
21 control over any entity that offers or sells securities or provides investment advisory services within
22 or from Arizona until such time as all administrative penalties under this Order are paid in full.

23 13. Respondent Dahl and Respondent Spouse acknowledge that any administrative
24 penalties imposed by this Order are obligations of Dahl as well as the marital community.

25 14. Respondents consent to the entry of this Order and agree to be fully bound by its
26 terms and conditions.

Docket No. S-20857A-12-0411

1 15. Respondents acknowledge and understand that if Respondents fail to comply with
2 the provisions of the order and this consent, the Commission may bring further legal proceedings
3 against Respondents, including application to the superior court for an order of contempt.

4 16. Respondents understand that default shall render Respondents liable to the
5 Commission for its costs of collection and interest at the maximum legal rate.

6 17. Respondents agree and understand that if Respondents fail to make any payment as
7 required in the Order, any outstanding balance shall be in default and shall be immediately due and
8 payable without notice or demand. Respondents agree and understand that acceptance of any
9 partial or late payment by the Commission is not a waiver of default by the Commission.

10 18. Derek Dahl represents that he is member of Real Estate Monster, LLC and has been
11 authorized by Real Estate Monster, LLC to enter into this Order for and on behalf of it.

12 
13 _____
14 Derek Dahl

15 STATE OF ARIZONA)
16) ss
17 County of *Maricopa*)

18 SUBSCRIBED AND SWORN TO BEFORE me this 14th day of January 2013,

19 
20 _____
21 NOTARY PUBLIC

21 My commission expires:
22 8-14-2014



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Real Estate Monster, LLC

By 

Its Member

STATE OF ARIZONA)
County of Maricopa) ss

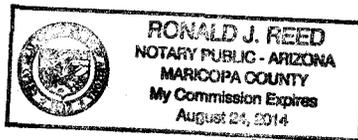
SUBSCRIBED AND SWORN TO BEFORE me this 14th day of January 2013

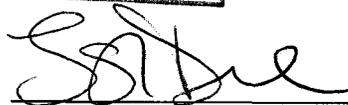


NOTARY PUBLIC

My commission expires:

8-14-2014





Tasha Trent Dahl

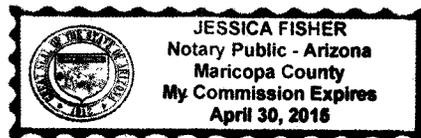
STATE OF ARIZONA)
County of Maricopa) ss

SUBSCRIBED AND SWORN TO BEFORE me this 18th day of January 2013.


NOTARY PUBLIC

My commission expires:

4/30/2015



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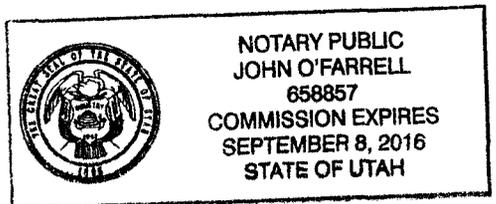
[Signature]
Joshua Trent

STATE OF UTAH)
County of Salt Lake) ss

SUBSCRIBED AND SWORN TO BEFORE me this 14th day of January, 2013.

John O'Farrell
NOTARY PUBLIC

My commission expires:
September 8th, 2016



1 **BEFORE THE ARIZONA CORPORATION COMMISSION**

2 COMMISSIONERS

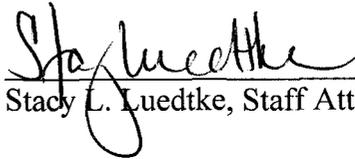
3 BOB STUMP, Chairman
4 GARY PIERCE
5 BRENDA BURNS
6 BOB BURNS
7 SUSAN BITTER SMITH

8 In the matter of:
9 JOSHUA TRENT (CRD# 3096291) d/b/a
10 PHXiNVEST,
11 DEREK DAHL d/b/a PHXiNVEST and
12 TASHA TRENT DAHL, husband and wife,
13 REAL ESTATE MONSTER, LLC, an Arizona
14 limited liability company,
15 Respondents.

DOCKET NO. S-20857A-12-0411
**NOTICE OF FILING OF PROPOSED
OPEN MEETING AGENDA ITEM**

16 Pursuant to A.A.C. R14-4-303, you are hereby notified that the attached: Order to Cease
17 and Desist, Order for Administrative Penalties and Consent to Same By: Respondents Joshua
18 Trent, Derek Dahl, Tasha Trent Dahl, and Real Estate Monster, LLC was filed with the Arizona
19 Corporation Commission's Docket Control.

20 Dated: 1/16/13

21 By: 
22 Stacy L. Luedtke, Staff Attorney

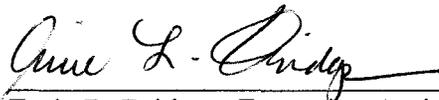
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1 I hereby certify that I have this day served the foregoing document on all parties of record in this
2 proceeding by mailing a copy thereof, properly addressed with first class postage prepaid to:

3
4 Joshua Trent
4760 E. Highland Dr., #516
5 Salt Lake City, UT 84117

6 Derek and Tasha Trent Dahl
Real Estate Monster, LLC
7 6955 E. Baseline Rd., #104
8 Mesa, AZ 85299

9 Dated: 1/16/13

By: 
Emie R. Bridges, Executive Assistant

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