

Third District Court of Appeal

State of Florida

Opinion filed January 6, 2021.
Not final until disposition of timely filed motion for rehearing.

No. 3D19-1643
Lower Tribunal No. 16-30985

Craton Entertainment, LLC, et al.,
Appellants,

vs.

Merchant Capital Group, LLC, et al.,
Appellees.

An Appeal from the Circuit Court for Miami-Dade County, Reemberto Diaz,
Judge.

Warren Gammill & Associates, P.L., and Warren P. Gammill, for appellants.

Henderson, Franklin, Starnes & Holt, P.A., and Shannon M. Puopolo and
Douglas B. Szabo (Fort Myers), for appellees.

Before FERNANDEZ, LOGUE and GORDO, JJ.

PER CURIAM.

Affirmed. See Saralegui v. Sacher, Zelman, Van Sant Paul, Beily, Hartman & Waldman, P.A., 19 So. 3d 1048, 1051 (Fla. 3d DCA 2009) (reasoning that transaction is not indicative of a loan where repayment obligation is not absolute, but rather contingent or dependent upon the success of the underlying venture); Oregrund Ltd. P'ship v. Sheive, 873 So. 2d 451, 456 (Fla. 5th DCA 2004) (observing that “transactions in which a portion of the investment is at speculative risk” are “excluded from the usury statutes”); Hurley v. Slingerland, 461 So. 2d 282, 284 (Fla. 4th DCA 1985) (holding that where “a portion of appellee’s investment was at risk . . . the transaction was not usurious”); Diversified Enters., Inc. v. West, 141 So. 2d 27, 30 (Fla. 2d DCA 1962) (“When the principal sum lent or any part of it is placed in hazard, the lender may lawfully require, in return for the risk, as large a sum as may be reasonable, provided it is done in good faith.”).