

IN THE CIRCUIT COURT OF THE FIFTH
JUDICIAL CIRCUIT IN AND FOR
HERNANDO COUNTY, FLORIDA

MIRRA HEALTH CARE, LLC,
a Florida limited liability company,

CASE NO: 2025-CA-1024

Plaintiff,

vs.

CLEARY ENTERPRISE HOLDINGS, LLC,
a dissolved Florida limited liability company;
CLEARY ENTERPRISE HOLDING, LLC,
a Florida limited liability company, and;
PATRICIA CLEARY,
a/k/a Patricia M. Cleary Syling,

a/k/a Patricia M. Syling,
a/k/a Patricia A. Cleary,
a/ka/ Patricia Cleary-Dunne,
a/k/a Patricia Dunne,
a/k/a Patricia Dunn,

Defendants.

**FINAL DEFAULT JUDGMENT GRANTING
PERMENENT INJUNCTION AND OTHER RELIEF**

THIS MATTER came before the Court on Plaintiff's Motion for Entry of Final Default Judgment and Other Related Relief, filed by the Plaintiff, MIRRA HEALTH CARE, LLC, a Florida limited liability company, ("Plaintiff" or "Mirra"). The Court, after considering the Motion, the Court File and being otherwise fully advised in the premises finds as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. MIRRA initiated the above-styled cause against CLEARY ENTERPRISE HOLDING, LLC, CLEARY ENTERPRISE HOLDINGS, LLC (collectively "CEH") and PATRICIA CLEARY, in her individual capacity (to include her various aliases, collectively "CLEARY"), on or about September 29, 2025 (Doc #8) for Count I - Breach of Contract and Count II – Tortious Interference with Business Relationship.

2. MIRRA filed an ExParte Motion for Temporary Injunctive Relief (Doc #16) against CEH and CLEARY on or about September 30, 2025.

3. The Complaint and ExParte Motion were served at the address provided to the Florida Division of Corporations as the principal address for CEH. CLEARY was substitute served at the same address. (Doc's # 17, 18 & 19)

4. MIRRA's Motion for Temporary Injunctive Relief was granted on October 1, 2025 against CEH and CLEARY (Doc #15) with the Court scheduling a return hearing on October 8, 2025.

5. On October 7, 2025, CLEARY filed a Motion to Dissolve the Injunction, or in the Alternative, Modify the Temporary Restraining Order; Motion for In-Camera review and Limited Discovery; and a Motion to Dismiss/Strike Pursuant to FS s.768.295 with incorporated Memorandums of Law (Doc # 27).

6. On October 8, 2025, the Court filed an Order Striking Defendant's Pro Se Pleadings as to the CEH. (Doc # 31).

7. On October 15, 2025, the Court entered an Order Granting Plaintiffs Motion for Preliminary Injunction (Doc # 36).

8. On October 26, 2025, the Court entered its Order Denying CLEARY's Pro Se Motions and directed CLEARY to file an Answer to Plaintiff's Complaint within twenty (20) days of October 16, 2025. (Doc # 39).

9. Neither CLEARY nor CEH filed an Answer or otherwise responded as directed by the Court, resulting in the entry of a Court Default against all Defendants on _____.

10. The entry of an injunction is an equitable remedy that the Court applies sparingly and only when the circumstances show the requisite elements.

11. An injunction limiting speech is particularly disfavored but may be entered when necessary to prevent violation of the confidentiality interests of parties and third parties, to enforce contractual limits on such speech or to avoid the effects of intentional tortious conduct. The Court finds each of these circumstances to be present in the Verified pleadings and other matters considered at the October 8, 2025 hearing conducted in this matter.

12. Mirra filed its Verified Complaint and Emergency Motion for *ex parte* Temporary Injunction on September 29, 2025.

13. This Court entered its Order Granting Plaintiff's Ex Parte Emergency Motion For Temporary Restraining Order And Setting Hearing On Motion For Preliminary Injunction ("Temporary Restraining Order").

14. On October 2, 2025, the Plaintiff served copies of the Temporary Restraining Order, the Verified Emergency Motion, the Verified Complaint, and all supporting exhibits upon Defendants via process server, by mail at the addresses specified in the Temporary Restraining Order and via email and subsequently filed proof of service and compliance with the Court.

15. On October 6, 2025, the Plaintiff posted the required injunction bond with the Clerk of Court and filed the required notice of compliance with the Court.

16. On October 8, 2025, individual pro-se defendant, Patricial Cleary ("Cleary"), attempted to file papers with the Clerk purportedly on behalf of herself and the two corporate defendants, Cleary Enterprise Holding, LLC ("Cleary Holding") and Cleary Enterprise Holdings, Inc. ("Cleary Holdings"). Since Cleary is not an attorney licensed to practice law in the State of Florida, this Court entered an order striking the papers as they pertained to the corporate entities, Cleary Holding and Cleary Holdings. (Cleary, Cleary Holding and Cleary Holdings shall collectively be referred to as "Defendants").

17. There was no evidence presented by Defendants at the October 8, 2025 hearing indicating that any of the Defendants complied with any portion of this Court's October 1, 2025 Temporary Restraining Order within the times set forth in said Order.

18. Further, the Defendants failed or refused to appear at the October 8, 2025 return hearing set by this Court's October 1, 2025 Temporary Restraining Order, and Defendants otherwise failed to comply with the Court's procedures and administrative orders that are readily available and published on the Court's website with regard to court requirements, court preferences, and requests for remote participation.

19. Accordingly, an Order granting Plaintiff's Motion for Temporary Injunction was entered by this Court on October 15, 2025.

20. Plaintiff, Mirra, is a Third-Party Administrator ("TPA") providing administrative services to its health plan clients involving confidential health information of Mirra, Mirra's third party clients and those third parties' members including HIPAA Protected Health Information ("PHI") and Personally Identifiable Information ("PII") members including HIPAA Protected Health Information ("PHI") and Personally Identifiable Information ("PII").

21. Individual Defendant Patricia Cleary (“Cleary”), is *suis juris* and subject to the jurisdiction of this Court.

22. Defendant Cleary Holdings is a dissolved Florida corporation owned and operated by Cleary and Cleary Holding is an active Florida limited liability company owned and operated by Cleary.

23. On or about June 4, 2025, Mirra engaged Cleary as a Consultant, and on or about July 3, 2025, Mirra and the Defendants entered into a Non-Disclosure, Non-Circumvention And Non-Competition Agreement (“NDA”).

24. In accord with the purpose of the NDA, paragraph 2 of the NDA deems all information provided to the Defendants as confidential including “... all information conveyed by the Company to the Associate orally, in writing, by demonstration, or by other media ...,” and, paragraph 3 of the NDA requires that the Defendants keep all of the information obtained from Mirra confidential.

25. Additionally on July 3, 2025, Mirra and the Defendants entered into a Business Associate Agreement (“BAA”) governing the protection and requiring the confidentiality of Mirra’s and Mirra’s clients’ Protected HIPAA Information (“PHI”) and Personally Identifiable Information (“PII”), The BAA additionally required that, upon termination, the Defendants were to return or destroy all of the PHI, PII and other confidential information.

26. On or about July 9, 2025, Mirra and the Defendants entered into a Statement Of Work Agreement (“SOW”).

27. The Defendants submitted an initial invoice on or about August 6, 2025, in the amount of \$10,500 for work performed. While the NDA, BAA and SOW are all in the name of Cleary Holdings, the Defendants’ invoice submitted on August 6, 2025, and related W9 were for Cleary Holding.

28. On August 25, 2025, Cleary sent Mirra a notice terminating the SOW.

29. On August 27, 2025, the Defendants sent Mirra their final Invoice. The invoice appeared to contain appropriately billed hourly charges of \$11,600 per the hourly compensation terms of the written SOW agreement. However, the invoice also contained an additional charge of \$130,000 for costs allegedly associated with retaining an auditor subcontractor for work not included in the SOW. No proof was provided showing that the cost had actually been incurred or paid by the Defendants. Mirra refused to pay the charge. Cleary advised Mirra that she would not

comply with the confidentiality, return or destructions provisions of the Parties' NDA, BAA and SOW unless and until Mirra paid the \$130,000 charge appearing in the August 27, 2025, invoice.

30. On September 10, 2025, Cleary sent a demand letter to Mirra threatening to disclose all of her findings and related information as to areas identified as needing improvement, streamlining or optimizing to the U.S. Department of Health and Human Services (HHS), the Office for Civil Rights (OCR) and the Florida Agency for Health Care Administration (AHCA). Cleary also began sending text messages and email correspondence directly to Mirra's health plan clients which communications contained negative statements about Mirra, its operations and its officers.

31. On or about September 23, 2025, Cleary posted a social medial comment on a YouTube Channel she initiated titled @HealthCareMafiaDocumentary threatening to use Mirra's confidential information to its detriment because Mirra refused to pay the \$130,000 charge. The information which Clearly disclosed included information that was protected from disclosure by the Parties' NDA, BAA and SOW.

32. Cleary began posting videos on her YouTube Channel titled @HealthCareMafiaDocumentary intentionally publishing negative statements about Mirra that she claimed to have obtained or experienced as a result of her consulting work discussing confidential information that is protected from disclosure by the Parties' NDA, BAA and SOW agreements.

33. Based upon the evidence presented to date, it is clear to the Court that the Defendants have breached the terms of the NDA, BAA and SOW between the Parties in this case.

34. The Verified Complaint is factually detailed and supported by documentary evidence filed to date, and Plaintiff has established a substantial likelihood of success on the merits.

35. The conduct of the Defendants has created a likelihood of irreparable harm to Mirra, including (a) violating the confidentiality obligations under the NDA, BAA, and SOW (b) intentionally interfering with the advantageous business relationships between Mirra and its health plan clients by publishing Mirra's confidential information to third parties, (c) defaming Mirra to the public and (d) releasing PHI and/or PII. Each of these injuries which appear from the Verified Complaint cannot be remedied once they occur, and from review of the Verified Complaint and review of the attached and referenced Exhibits, that harm is presently on-going and is likely to continue without the Court's intervention.

36. Plaintiff has no adequate remedy at law. An action for damages alone cannot repair the loss of confidentiality, the damage to business relationships or the negative results of defamation, thus money damages would not provide an adequate remedy for the serious conditions created by the Defendants' conduct as alleged in the pleadings.

37. The threatened and actual injuries that will continue to occur if the Defendants' conduct is allowed to continue outweigh the possible harm from entering a temporary injunction.

38. The issuance of a permanent injunction will not disserve the public interest, and on the contrary, will support the public interest by protecting innocent third parties who may unknowingly be harmed by the disclosure of their confidential information, and by protecting the interests of Mirra as a Third-Party Administrator.

39. There is little to no likelihood of harm to the Defendants from the entry of this temporary injunction, and therefore, the nominal injunction bond already posted by Mirra is sufficient to protect the interests of the Defendants.

Thereupon, it is:

CONSIDERED, ORDERED AND ADJUDGED:

1. That Plaintiff's Motion for Final Default Judgment seeking a Permanent Injunction against Patricia Cleary and all Defendants is **GRANTED**.

2. That the Court's October 15, 2025 Order Granting Preliminary Injunction shall remain in full force and effect and this Final Judgment shall render the Injunctive Relief granted therein to be deemed Permanent in nature.

3. That the address being used on Cleary's filings in this matter appears to be a private mail box store located at 18801 N. Dale Mabry Highway, Lutz, Florida 33548. Plaintiff shall serve this Final Judgment upon Defendants at said address and shall also provide Defendants an electronic copy of this Final Judgment at patriciacleary018@gmail.com and file a Certificate of Compliance with this directive.

4. That the Defendants shall immediately cease and desist from further disclosing any of the Plaintiff's confidential information that the Defendants obtained from the Plaintiff during the parties' business relationship which information this Court finds is protected by the parties' Non-Disclosure, Non-Circumvention And Non-Competition Agreement ("NDA"), Business Associate Agreement ("BAA") and Statement Of Work Agreement ("SOW");

5. That the Defendants shall immediately cease and desist posting any further YouTube videos or social media posts related to the Plaintiff or the Plaintiff's confidential information that is protected by the parties' NDA, BAA or SOW under **@HealthCareMafiaDocumentary** or any other user name. Further, any social media platform or video-sharing platform, such as YouTube, is hereby directed to remove any and all content uploaded by Defendants, including but not limited to **@HealthCareMafiaDocumentary** or any other individual or entity who/which uploads any content which is the subject of this Final Judgment of Injunction;

6. That the Defendants shall immediately remove all YouTube videos and social media posts posted prior to the date of this Order related to the Plaintiff or the Plaintiff's confidential information that is protected by the parties' NDA, BAA or SOW. Further, any social media platform or video-sharing platform, such as YouTube, is hereby directed to remove any and all content uploaded by Defendants, including but not limited to **@HealthCareMafiaDocumentary** or any other individual or entity who/which uploads any content which is the subject of this Final Judgment of Injunction;

7. That the Defendants shall immediately segregate and compile all of the confidential information the Defendants obtained during the course of performing the parties' agreements and return it to Mirra or destroy it retaining no copies of any kind in any format as required by the NDA, BAA and SOW, and, the Defendants shall file an acknowledgment with the Court affirmatively stating that they have complied with this paragraph within five (5) business days of this Final Judgment, and;

8. That the Defendants shall immediately cease and desist any further direct or indirect contact with Plaintiff's clients or otherwise intentionally interfering with Plaintiff's relationships with its clients.

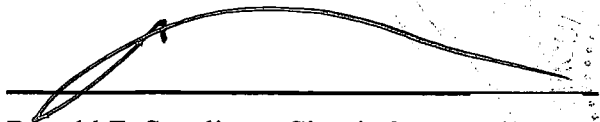
9. That in order to preserve personal identification, HIPAA protected information and confidential patient records, and otherwise prevent substantial injury to innocent third parties, all prior filings of Defendants, whether or not stricken, shall be deemed confidential, and access to same by any third party shall only be authorized by order of this Court. The Court determines the this action to be appropriate and consistent with Florida Administrative Code 2.420. In furtherance of this provision, the Court finds that: (i) the degree, duration, and manner of confidentiality ordered by the Court is no broader than necessary to protect the interests set forth in FAC 2.420 (c)(9)(A); and (ii) no less restrictive measures are available to protect the interests set forth in FAC

2.420(c)(9)(A). In furtherance of this provision, the Clerk of the Court is directed to publish the order in accordance with FAC 2.420(d)(4), and thereafter, to preserve the confidentiality of the records referenced herein.

10. The Court reserves jurisdiction to award attorney's fees and costs to the Plaintiff, and for such other and further relief as may deem to be just and proper.

FOR WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in Chambers, Brooksville, Hernando County, Florida on this 24 day of March, 2026.


Donald E. Scaglione, Circuit Court Judge

CERTIFICATE OF SERVICE

I hereby certify copies of the foregoing were furnished by ~~US Mail and~~ E-Service delivery on this 25 day of March, 2026 to:

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