

WRITTEN TESTIMONY

Maryland General Assembly — House Judiciary Committee
HB 650 — Courts and Judicial Proceedings — Anti-SLAPP Reform

Position: FAVORABLE

Submitted by: Sneha Ravi

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Capacity: Individual Constituent / Consumer / Former Pediatric Patient

Date: February 23, 2026

I. Position: Strongly Favorable

I submit this testimony in strong support of HB 650. I am a consumer and former pediatric patient in my mid-twenties currently being intimidated into suppressing lawful speech about documented harm I experienced as a child patient. On February 18, 2026, I received a cease and desist letter from Kevin D'Anna and Donna McBride Miller, Miller & Canby on behalf of MVP Smiles (and providers Dr. Kwatra and Dr. Barrer), a Montgomery County orthodontic practice, threatening litigation and referencing a criminal statute in response to my public advocacy about my patient experience. Though no lawsuit has been filed, the threat is explicit and deliberately designed to chill protected speech — the same suppression pattern, I note, that began in 2023 when MVP Smiles offered me money to sign an NDA and go permanently silent. I refused that offer on principle. I have since filed formal regulatory complaints, spoken with specialty board regulators, reached out to community members and professional organizations, and shared my experience on social media. The cease and desist arrived after all of that. Its timing is not coincidental.

I want to be clear about what I am asking this Committee to consider. I am not a legal expert. My healthcare ethics coursework at Wharton — including under Dr. Ezekiel Emanuel — shaped my understanding of what patients deserve and informed my decision to refuse the NDA. What I know from lived experience is that the threat of litigation, even when no lawsuit follows, imposes real costs on an early-career professional with limited savings. Filing a meritless suit is expensive to defend. The fear of that cost is the point. HB 650 addresses it by changing the incentive structure for anyone who would use legal intimidation to silence consumer speech.

What makes this especially important is the nature of the speech being suppressed. I am a former child patient describing documented harm. I experienced treatment that I believe was improper and incomplete. I endured what I can only describe as a severe and vicious bullying culture from staff — as a minor, in a healthcare setting, with no ability to advocate for myself. I watched a practice deny, minimize, and obstruct for years after I was finally old enough to ask questions. To now face legal intimidation for speaking about that experience — after giving the practice every opportunity to simply apologize — is not just harmful to me personally. It is a warning to every patient who might consider speaking about their care.

II. Why This Matters: Consumer Speech, Patient Advocacy, and Healthcare Accountability

When legal threats are used to silence consumers who speak truthfully about their documented healthcare experiences, the harm extends far beyond the individual target. Informed consumer speech is foundational to healthcare accountability. Patients who share documented experiences with regulators, professional organizations, and the public generate the kind of firsthand information that licensing boards and oversight agencies cannot produce on their own. Suppressing that speech — through NDAs, threatening letters, or litigation — does not just harm

the speaker. It deprives other patients of information that could protect them and weakens the accountability structures that healthcare reform depends on and sets a dangerous precedent.

Pediatric patients occupy a particularly vulnerable position in this dynamic. They have no voice during treatment. They are minors, entirely dependent on the provider's integrity. By the time they are adults capable of seeking accountability, the institutional and financial gap between them and a well-resourced practice is enormous. The threat of expensive litigation against an early-career professional with limited savings is not a fair contest. It is structural leverage deployed to prevent speech. This Committee has the opportunity to correct that imbalance.

III. What I Experienced: The Documented Record

I was a patient at MVP Smiles from September 2010 through 2015, beginning orthodontic consultations for treatment at approximately age 10. I was a child throughout. What I experienced during those years — and discovered about my care as an adult — is something no child patient deserves, and something I find genuinely distressing to reflect on even now.

I experienced and witnessed what I would describe as a severe and vicious bullying culture intimidation from staff during my years as a child patient at this practice, which included but not limited to making fun of patient's appearances, gossiping about patients' and families' financial and personal situations, slamming equipment when frustrated in front of me as a child-patient. It was vicious in a way that a minor in a healthcare setting is entirely unable to confront or escape. I raised this in writing broadly with the practice in 2020. MVP Smiles acknowledged the concerns were serious enough to convene an internal staff meeting. They then issued a written statement claiming the review found nothing to substantiate — while

simultaneously confirming the meeting took place. You cannot hold a meeting to address conduct and then claim there was no conduct. That contradiction is itself documented.

The records obstruction was systematic and prolonged. When I turned 21 and submitted my first written records request in June 2020, MVP Smiles confirmed in writing in September 2020 that my starting x-rays, clinical photographs, and the majority of my clinical notes had been lost — records Maryland law requires be retained through a minor patient's twenty-first birthday. Four radiographic studies billed and charged to my family were never produced. Billing records I requested in June 2022 were withheld for sixteen months only after repeated follow-up. Clinical notes were verbally denied to me in 2023 using a demonstrably false description of HIPAA patient access rights and were not produced until June 2025. The financial contract the practice has produced is unsigned, and the amounts my family paid do not match the figures it shows. The volume and pattern of these failures is not incidental. It is documented.

The orthodontic outcome itself is deeply troubling and something I continue to live with. The practice's own clinical note dated March 16, 2015 — signed by the treating orthodontist — states that I still had a Class II malocclusion on the left side when my appliances were removed, and that treatment was “decided to discontinue” rather than completed. I nor my guardian were not told this, the extent of incompleteness, medical terminology, and the risks. I first discovered it years later after seeing another orthodontist because of longstanding issues. I believe this incomplete treatment has left me with an asymmetry and other serious health consequences such as left-side migraines and jaw pain I now live with as an adult. I raised this concern in writing. I received no satisfactory explanation and no acknowledgment of responsibility.

I raised all of these concerns — the bullying, the records, the treatment outcome — directly with MVP Smiles in writing between 2020 and 2025, before ever speaking publicly. I gave them every opportunity to respond properly. I asked, explicitly, for an apology. I copied the University of Maryland dental alumni office on later correspondence given the orthodontist’s publicly represented UMD affiliation. The practice engaged with my communications for five years. At no point did they dispute the accuracy of my characterizations in writing.

IV. The 2023 NDA: An Offer Designed to Purchase Silence, Not Provide Resolution

In November 2023, following a hostile and undignified in-person meeting, MVP Smiles presented me with a Release and Reimbursement Agreement. I want to say this directly: I would have been glad to release the practice from future liability had the terms been fair, the meeting been dignified, my questions been answered, and the apology been genuine. None of those things happened. The meeting was hostile. The questions went unanswered. The terms were designed to extract silence, not provide resolution. I declined on principle. I want to be precise about why I found this offer deeply troubling — not as a legal expert, but as a consumer with some grounding in healthcare ethics and a basic understanding of consumer protection.

The agreement required me to retract all existing public reviews, prohibited any future statements to any third party about my experience, and released all claims. I am not a lawyer, but I understand enough to recognize that the breadth of that prohibition — “any third party” — would have extended to government regulatory bodies, including the Maryland Board of Dental Examiners, the Attorney General’s office, and HHS. This is the kind of clause that the Consumer Review Fairness Act exists to address, and that Maryland Consumer Protection law treats as fundamentally unfair. A patient should never have to choose between financial reimbursement for documented harm and her right to file a complaint with the state dental board.

The terms were structured in ways that concerned me further. I was given only a few weeks to decide before the offer expired — a window so narrow it seemed designed to prevent me from reasonably consulting legal counsel before the deadline passed. The attorney’s fees provision was written broadly enough that it could have interpreted it as exposure to their legal fee-shifting. I am not a lawyer and I cannot say with certainty what it meant, but it was frightening in its ambiguity.

Most tellingly: one of the treating physicians disclosed to me during this process that the other physician’s attorney had advised against making any financial offer at all. That detail matters enormously. It means the offer was not made as a genuine attempt to acknowledge harm and make me whole. It was made despite legal counsel advising against it, tied exclusively to my silence, and structured in a way that created significant uncertainty about my rights going forward. That is not a good-faith resolution. That is a document designed to suppress.

V. Lawful Advocacy After Refusing the NDA

After declining the NDA, I pursued every legitimate avenue available to me. In 2025 I filed formal complaints with the Maryland Attorney General, the HHS Office for Civil Rights, and the Maryland Board of Dental Examiners. I contacted the AAPD and ALD to share my experience and inquire about their ethics processes. Both organizations noted to me that Dr. Kwatra was not currently an active member as of February 2026 though his website showed those affiliations. I also reached out to Washingtonian Magazine to ask about the standards underlying their healthcare provider recognition lists. Beginning in November 2025 I documented my experience publicly on social media — grounded in firsthand experience, supported by the practice’s own written records — tracking my regulatory journey and informing

consumers about their basic rights including the right to access records and the right to file complaints.

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VI. February 18, 2026: A Cease and Desist Intended to Chill Protected Speech

On February 18, 2026, after I had filed regulatory complaints, spoken with specialty board regulators (who often weigh in on ethics guidelines), engaged professional organizations, reached out to community members, and shared my experience publicly, I received a cease and desist letter from Miller, Miller & Canby on behalf of MVP Smiles. The letter demands removal of all public statements, cessation of contact with referral partners and specialty dental boards, and threatens litigation. It also invokes a criminal statute for online harassment.

I have not been charged with anything. No lawsuit has been filed. But I want this Committee to understand what it means to receive a letter threatening litigation and referencing a criminal harassment statute for documenting your own childhood healthcare experience. It is frightening in a way that is difficult to overstate, particularly for an early-career professional with limited savings who has no retained counsel. Even defending a meritless claim is expensive. Even the possibility of liability under a criminal statute is terrifying. This is not coincidental. The letter is constructed to produce exactly that response. The 2023 NDA attempted to buy my silence. The 2026 cease and desist attempts to frighten me into it. The goal of both is the same.

I remain steadfast in the belief that my conduct was lawful and that truth is an absolute defense. Everything I stated publicly is supported by documented evidence. But the cost of vindicating that belief through litigation — even successfully — falls entirely on me under current Maryland law. That asymmetry is what this bill addresses.

VII. Why HB 650 Provides the Right Response

Maryland's existing anti-SLAPP statute, §5-807, has been successfully invoked only a handful of times in over twenty years. It does not shift the burden of proof. It does not provide fee-shifting. It does not require expedited resolution. It is not a meaningful protection for the consumer facing a law firm retained by an institutional healthcare provider.

HB 650 changes this in practical ways that matter. Expedited motion procedures limit the window of uncertainty and expense that makes legal threats effective as a silencing mechanism. Burden-shifting places the weight of justification on the party making the threat, not the individual defending her speech. Fee-shifting removes the financial asymmetry that gives well-resourced actors leverage over early-career consumers with limited savings. Together these provisions do not just protect individuals after a lawsuit is filed. They change the incentive structure before one is threatened — which is the only protection that matters for the patient who simply decides it is not worth the risk to speak.

The stakes in healthcare are especially high. Patients who speak about documented harm — to regulators, to professional organizations, to other consumers — are performing accountability functions that the healthcare system cannot perform without them. Threatening that speech through litigation, or through cease and desist letters invoking criminal statutes, does not just silence one person. It silences the next one, and the one after that. This bill would help ensure that silence is not the rational choice.

VIII. The Ask

Please report HB 650 favorably — with expedited motions, genuine burden-shifting, and meaningful fee-shifting. A cease and desist letter going as far to reference a criminal harassment statute against a former child patient for documenting her own care, following a financial NDA

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attempt she refused on principle, is precisely the conduct this legislation is designed to deter. Maryland's current law does not deter it. HB 650 would.

I am available for oral testimony and can provide documentary support for every factual claim in this statement upon request. Thank you.

Please See Documents Attached.

- A) Cease-and-Desist Sent on Feb 18 2026
- B) Coercive NDA Attempt on Nov 2023

Respectfully submitted,

Sneha Ravi

Consumer / Former Pediatric Patient

February 23, 2026

KEVIN K. D'ANNA (MD)
KKDANNA@MMCANBY.COM

DONNA MCBRIDE (MD, DC)
DMCBRIDE@MMCANBY.COM


February 18, 2026

VIA CERTIFIED MAIL AND ELECTRONIC MAIL


Re: MVP Smiles, Dr. Naveen Kwatra, DDS and Dr. Amy Barrer, DDS

Dear 

This office represent Naveen Kwatra, DDS, PC, a Maryland professional corporation d/b/a MVP Smiles (the "Corporation"), and Naveen Kwatra, DDS and Amy Barrer, DDS, each in their individual capacity. If you are represented by legal counsel, please direct this letter to your legal counsel immediately and have the attorney notify us of that representation.

It has come to our attention that you are tortiously interfering with our clients' business relationships with several pediatric medical practices in the area. Specifically, we are in possession of an email that you sent to Shady Grove Pediatric Associates on February 3, 2026, where you made certain false allegations regarding our clients and, based on those false allegations, you urged the recipient to terminate its relationship with the Corporation and Drs. Kwatra and Barrer. Based on your Instagram Account  we have good reason to believe that this same email was disseminated to at least seven other pediatric medical practices in the area. We also understand that you have contacted the Washingtonian Magazine in an attempt to have the Corporation and Drs. Kwatra and Barrer removed from the publication's Top Dentists list.

Your communications to the pediatric medical practices, the Washingtonian Magazine, and other third parties, including, without limitation, your postings on Instagram and other social media and internet outlets, include false, destructive, and defamatory statements about our clients. For example, you have repeatedly stated that our clients are engaged in "vicious" and "severe" bullying of their pediatric patients, that our clients have violated HIPAA, and that orthodontic care provided by our clients was incomplete, harmful and provided without consent.

The Corporation has been in business for nearly 16 years and is a well-respected member of the local business community with overwhelmingly positive reviews from patients and referral sources. Drs. Kwatra and Barrer take great pride in their practice and its stellar reputation. Your illegal, purposeful and malicious actions have damaged this reputation and, as a result, you are liable for tortious interference with business relationships/prospective advantage and defamation. You should also be aware that it is a crime in the State of Maryland, punishable by imprisonment and/or a fine, to

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maliciously engage in a course of conduct, through the use of electronic communication, that alarms or seriously annoys another: (i) with the intent to harass, alarm, or annoy the other, (ii) after receiving a reasonable warning or request to stop by or on behalf of the other, and (iii) without a legal purpose. See Maryland Code, Criminal Law § 3-805.

Therefore, on behalf of our clients, we hereby demand that you immediately:


1. Cease and desist from interfering with our clients' business relationships, including, without limitation, relationships with pediatric medical practices, dental practices, specialty dental boards, and the Washingtonian Magazine.
2. Cease and desist from making defamatory statements about our clients.
3. Remove any and all references to our clients (or any one of them) from your Instagram Account [REDACTED] or any other social media or internet outlet.
4. Retract all defamatory statements made by you regarding our clients (or any one of them).

We further demand that you provide, by no later than the close of business February 23, 2026, written confirmation you will comply with these demands. If we do not receive this written confirmation by this date, we will assume that you are not interested in resolving this matter without court intervention.

Should you decide not to comply with the above demands, our clients will promptly take all steps necessary to protect their rights and will pursue all other available legal remedies, including monetary damages (compensatory and punitive), injunctive relief, and attorneys' fees and costs. Be aware that you could face significant liability and exposure if such actions are taken.

Since you are now on notice of potential litigation, we demand that you take all necessary steps to preserve and not destroy, conceal, or alter any and all communications and documents relevant to this matter, including, for example and without limitation, emails, text and self-destructing messages, social media posts, posts on online review platforms, voicemails, records, files, and other data, wherever located and regardless of the format or media. Purposeful destruction of such evidence could result in penalties, including legal sanctions. For the sake of clarity, with respect to references and statements removed and/or retracted in accordance with our demand Nos. 3 and 4, above, you are to keep copies of all such references and statements in accordance with this paragraph.

This letter is not intended as a full recitation of the facts or a complete review of applicable law. Nothing contained in or omitted from this letter is or should be deemed to be a limitation, restriction, or waiver of any of our clients' rights or remedies, either at law or in equity. Our clients expressly reserve all of their legal and equitable rights and remedies, including the right to seek injunctive relief and recover monetary damages.



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Thank you for your prompt attention to this matter.

Very truly yours,

MILLER, MILLER & CANBY

Kevin K. D'Anna

Kevin K. D'Anna

Donna McBride

Donna McBride

Release & Reimbursement Agreement

I, _____, (hereinafter "Patient") being of lawful age, do hereby release, acquit and forever discharge Naveen Kwatra, DDS, Amy Barrer, DDS and Naveen Kwatra DDS PC dba MVPsmiles (clinic), and all other involved persons or entities, and their successors, assigns, administrators, and attorneys (hereinafter "Practice"), from any and all acts, claims, liabilities, or causes of action arising from any known or unknown claim, allegation, personal injury, offense, or damage resulting from treatment rendered and billed during the first date of treatment between Patient and Practice through and including the date of signing of this document.

In exchange for the terms outlined in this agreement, Practice offers, and I accept, a reimbursement of charges for treatment totaling \$5,000.00. I agree that this money is in consideration of the resolution of a dispute between the parties and not reimbursement of an overpayment as the Practice continues to deny that I would otherwise be entitled to this sum absent the signing of this Release.

Patient understands and agrees that he/she is releasing any claim of injuries patient may have whether those injuries are known or unknown. Patient is releasing and forever discharging any claim that he/she may have for any interaction Patient has ever had with anyone associated with the Practice. Patient's decision to agree to this release is not under duress and has not been influenced in any way by any representations or statements regarding those injuries, or regarding any other matters, made by anyone at the Practice or any other involved persons, entities, representatives, or employees. Patient will be responsible for any further charges associated with the claim moving forward.

Patient understands that the Practice denies and continues to deny any allegations of improper treatment, improper billing, breach of warranty, and/or any improper behavior, and deny that anyone at Practice caused or continued to cause any injury or any claim. This settlement and release is made without any admission of liability.

Non-Disclosure Provision: I agree that I will keep the facts pertaining to my treatment as well as the terms of this agreement confidential. I further agree to not post any further negative reviews on any social media platforms and to retract any which I have posted in the past prior to obtaining reimbursement. By signing this release, I agree not to make any statement to any third parties which involves any experience or interaction I have had with the Practice including this agreement. I understand that a breach of the non-disclosure provision in this agreement constitutes a breach in the overall release which would require me to refund all of the money I have received pursuant to this release.

I agree that this release constitutes the entire and final resolution of the dispute between the parties, and the terms of this release are contractual and enforceable. I agree that, effective immediately, I am terminating my status as a patient of the Practice and I do hereby release, acquit and forever discharge the Practice and all other involved persons or entities, and their successors, assigns, and administrators, of any and all liabilities arising from this termination.

Print Name

Patient Signature

Date