UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ANGELA ELKINS, Individually and on Behalf of All Other Persons Similarly Situated, Plaintiff, v. THE PERFECT CHILD LLC, THE PERFECT CHILD MSO LLC, PERFECT CHILD LLC, TPC ABA LLC, TPC PARENTS LLC, DAWNING PROSPERITY ABA LLC, SIMCHA BUNIM BENDET, Defendants.	**Civil Action No.: 1:26-cv-07146** **JURY TRIAL DEMANDED**

CLASS ACTION COMPLAINT

Plaintiff Angela Elkins ("Plaintiff"), individually and on behalf of all others similarly situated, brings this action against Defendants The Perfect Child LLC, The Perfect Child MSO LLC, Perfect Child LLC, TPC ABA LLC, TPC Parents LLC, or Dawning Prosperity ABA LLC (collectively with their directors, officers, employees, agents, affiliates, sponsors, and promoters, as well as, their respective directors, officers, employees, and agents, "The Perfect Child"), and Defendant Simcha Bunim Bendet ("Simcha Bendet," collectively with The Perfect Child, the "Defendants"), and alleges on information and belief based on, among other things, an investigation by her counsel and public information, except as to the allegations that pertain to the Plaintiff, which are based on personal knowledge, as follows:

INTRODUCTION

1. Plaintiff brings this class action on behalf of all persons who received a bill for autism therapy provided by The Perfect Child LLC, The Perfect Child MSO LLC, Perfect Child LLC,

TPC ABA LLC, TPC Parents LLC, or Dawning Prosperity ABA LLC, for an amount beyond the reasonable fair market value rates for the services rendered (the "Class").

2. For decades, patients across the country have been unconscionably subjected to balance billing. Patients receive healthcare services from out-of-network providers charging out-of-network costs that aren't entirely covered by their health insurance plans because the charges are above the usual, customary, and reasonable rates for the medical services rendered, notwithstanding their plan's out-of-network cost sharing provisions. These out-of-network providers then bill patients for the difference between their inflated "list prices" (as defined below) and the allowed out-of-network amount determined by a patient's health insurer ("allowed amount") (as defined below) already paid by their health insurance plans. The results can be financially disastrous for patients.

3. In recent years, fueled by year-over-year increases in diagnoses of autism spectrum disorders ("autism" or "ASD(s)"), the autism therapy industry has witnessed an epidemic of predatory autism therapy providers intent on exploiting patients, specifically, those in need of pediatric care. Balance billing abuse has become especially common within the industry. A growing number of unscrupulous autism therapy providers nationwide have increasingly targeted the desperate parents and guardians of vulnerable children with autism. These providers sell them a story of providing medically necessary autism therapy at reasonable flat rates and allowable out-of-network amounts, knowing from the outset that they will be billing for more than the usual, customary, and reasonable rate for the services rendered. To make matters worse, these providers subsequently send these patients or their parents/guardians surprise bills for their services, charging obscene amounts well in excess of the fair market value for the services provided.

4. Across the country, Defendants, led by Simcha Bendet, have preyed on numerous parents and guardians seeking autism therapy for their loved ones using these tactics. After luring in patients or their parents and guardians with false assurances of immediate and cost-effective autism therapy, The Perfect Child proceeds to balance bill its patients or their parents/guardians for outrageous sums of money exceeding hundreds of thousands of dollars. Defendants, individually and collectively, hide the true nature of their predatory practices from these patients' parents and/or guardians until it is too late. Patients and their parents/guardians only ever learn of Defendants' predatory practices when they suddenly receive bills from The Perfect Child demanding payments which have exceeded thousands, if not millions, of dollars. Specifically, The Perfect Child delays billing its patients or their parents/guardians directly until its out-of-network providers have performed weeks, months, or even years of autism therapy, even when it knows its claims for reimbursement are subject to an increased risk of becoming ineligible for out-of-network coverage under its patients' or their parents'/guardians' health insurance plans. During that time, knowing that it will apply its unreasonable and excessive full list prices , The Perfect Child waits for the costs of each patient's services to balloon, leaving each patient or their parents/guardians on the hook for what it knows will amount to obscene amounts of money. Defendants' conduct violates New York General Business Law ("GBL") § 349 and the common law.

5. Plaintiff's child received medically necessary autism therapy from The Perfect Child between March 2024 and October 2026.

6. Drawn in by its promises of immediate and cost-effective treatment for her child, Plaintiff enrolled with The Perfect Child in November 2023. At the outset, Plaintiff provided The Perfect Child with details of her health insurance plan administered by Cigna Health And Life Insurance

Company ("Cigna"), her benefits, and her coverage. As with all of its patients' parents/guardians, The Perfect Child demanded this information as part of its enrollment procedure.

7. Armed with Plaintiff's information, The Perfect Child communicated to Plaintiff that her monthly out-of-pocket expenses, *i.e.,* her patient responsibility, for The Perfect Child's autism therapy services would be an affordable flat rate of $102 a month. The Perfect Child represented that this monthly cost would encompass all of its services rolled into one monthly payment determined from Plaintiff's insurance benefit information.

8. Thereafter, The Perfect Child submitted claims directly to Plaintiff's health insurance plan—claims to which Plaintiff was not given prior access to. As an out-of-network provider, The Perfect Child was reimbursed under Plaintiff's health insurance plan according to the allowed amount for out-of-network autism therapy determined thereunder. For years, The Perfect Child accepted this as payment in full for services rendered and never sent Plaintiff an invoice.

9. On September 9, 2026, Cigna began denying The Perfect Child's claims for Plaintiff's child's autism therapy services rendered after May 18, 2026 due to The Perfect Child's erroneous claims submissions. For almost a month, The Perfect Child never raised this issue with Plaintiff and never informed Plaintiff of her potential out-of-pocket costs, *e.g.,* the cash price, for its services.

10. In October 2026, Plaintiff began receiving balance bills from The Perfect Child charging her an outrageous **$363,816.17** for her child's autism therapy between May 19, 2026 and September 10, 2026, inclusive, and certain related services from November 2025.

11. Plaintiff and the members of the Class have suffered massive injuries due to Defendants' conduct and seek monetary damages, injunctive and/or other equitable relief, restitution and/or disgorgement of profits, and attorneys' fees, costs, and expenses.

JURISDICTION AND VENUE

12. This Court has personal jurisdiction over Defendants because Defendants conduct business in this jurisdiction. This Court has personal jurisdiction over Defendants because Defendants are citizens of New York, or have sufficient minimum contacts in New York so as to render the exercise of jurisdiction over them by New York courts consistent with traditional notions of fair play and substantial justice.

13. This Court has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §1332(d) ("CAFA") as the amount in controversy, exclusive of interest and costs, exceeds the sum of $5,000,000, because there are more than 100 class members, and at least one class member is a citizen of a state different from at least one defendant.

14. Venue is proper in this District because, upon information and belief, Defendants are headquartered in this District, maintain offices, have agents, employ individuals, and/or transact business in this District. Furthermore, a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this jurisdiction.

PARTIES

15. Plaintiff Angela Elkins is the mother of a minor child diagnosed with autism. Between March 2024 and October 2026, The Perfect Child provided autism-therapy to Plaintiff's child. Plaintiff is a resident of the State of Tennessee, County of Montgomery.

16. Defendant Simcha Bunim Bendet is the owner, director, member, and founder of over a hundred limited-liability companies in "The Perfect Child" network including, but not limited to, The Perfect Child LLC, The Perfect Child MSO LLC, The Perfect Child ABA LLC, Perfect Child LLC, Adroit Children OH LLC, Perfecting Minds ABA LLC, Dawning Prosperity ABA LLC, Kiedga LLC, Cedar Eye Therapy LLC, Gifted Futures MS LLC, Kiedga LLC, Gifted Futures ABA

LLC, Simply Stars ABA LLC, Brighter Futures ABA LLC, Cedar Eye Therapy LLC, Blue Spectrum Canopy LLC, Adroit Children LLC, Echoing Minds ABA LLC. He is a resident of Kings County, New York.

17. Defendant The Perfect Child LLC is incorporated in New York and maintains its principal place of business at 1255 East 31st Street, Brooklyn, New York, 11210. The Company, through its Registered Behavior Technicians ("RBT(s)," also referred to as Licensed Behavior Analysts ("LBA(s)")) and Board-Certified Behavior Analysts ("BCBA(s)"), provides school-based, home-based, and community-based, autism therapy to children aged 18 months to 26 years that have been diagnosed with autism and other autism-spectrum conditions. The Perfect Child LLC operates nationwide through a network of agents, subsidiaries, and over a hundred affiliated limited-liability companies under "The Perfect Child" network including, but not limited to, The Perfect Child MSO LLC, The Perfect Child ABA LLC, Adroit Children OH LLC, Perfect Child LLC, TPC Parents LLC, TPC ABA LLC, Perfecting Minds ABA LLC, Kiedga LLC, Cedar Eye Therapy LLC, Dawning Prosperity ABA LLC, Gifted Futures MS LLC, Gifted Futures ABA LLC, Simply Stars ABA LLC, Brighter Futures ABA LLC, Blue Spectrum Canopy LLC, Adroit Children LLC, and Echoing Minds ABA LLC.

18. Defendant The Perfect Child MSO LLC is a limited liability company organized and existing under the laws of New Jersey, registered as a Foreign LLC with the New York Secretary of State, and maintains its principal place of business at 1255 East 31st Street, Brooklyn, New York, 11210. It operates as a management and payroll company for over a hundred affiliated limited-liability companies under "The Perfect Child" network including, but not limited to, Defendants The Perfect Child LLC, The Perfect Child ABA LLC, TPC Parents LLC, Perfect Child LLC, and Dawning Prosperity ABA LLC. It was owned and founded by Defendant Simcha Bendet

in 2019, and operates under aliases such as "The Perfect Child," "TPC," "The Perfect Child ABA," and "TPCABA."

19. Defendant Perfect Child LLC is a limited liability company organized and existing under the laws of Missouri and maintains its principal place of business at 1255 East 31st Street, Brooklyn, New York, 11210. It was owned and founded by Defendant Simcha Bendet, and operates under aliases such as "The Perfect Child," "TPC," "The Perfect Child ABA," and "TPCABA."

20. Defendants TPC ABA LLC is incorporated in New York and maintains its principal place of business at 1255 East 31st Street, Brooklyn, New York, 11210. It was owned and founded by Defendant Simcha Bendet, and operates under aliases such as "The Perfect Child," "TPC," "The Perfect Child ABA," and "TPCABA."

21. Defendant TPC Parents LLC is a limited liability company organized and existing under the laws of New Jersey and maintains its principal place of business at 1255 East 31st Street, Brooklyn, New York, 11210. It was owned and founded by Defendant Simcha Bendet, and operates under aliases such as "The Perfect Child," "TPC," "The Perfect Child ABA," and "TPCABA."

22. Defendant Dawning Prosperity ABA LLC is incorporated in New York and maintains its principal place of business at 1255 East 31st Street, Brooklyn, New York, 11210. It was owned and founded by Defendant Simcha Bendet, and operates under aliases such as "The Perfect Child," "TPC," "The Perfect Child ABA," and "TPCABA."

FACTUAL ALLEGATIONS

I. AUTISM

23. Autism has been characterized as "a developmental disability caused by differences in the brain."[1]

24. According to the CDC, "[s]ome children show ASD symptoms within the first 12 months of life. In others, symptoms may not show up until 24 months of age or later. Some children with ASD gain new skills and meet developmental milestones until around 18 to 24 months of age, and then they stop gaining new skills or lose the skills they once had." *Id.*

25. Children with autism become adolescents and young adults, and are reported as "often hav[ing] problems with social communication and interaction, and restricted or repetitive behaviors or interests. People with ASD may also have different ways of learning, moving, or paying attention." *Id.* "[T]hey may have difficulties developing and maintaining friendships, communicating with peers and adults, or understanding what behaviors are expected in school or on the job." *Id.*

26. As one can imagine, "[t]hese characteristics can make life very challenging." *Id.*

27. The parents and guardians of children and dependents with autism often feel helpless and hopeless as their loved ones endure the challenges and difficulties of their condition.

28. Research shows that about 3.2% of children aged 8 years have been identified with autism.[2] Likewise, about 17% of children aged 3-17 years were diagnosed with developmental conditions including, but not limited to, autism. *Id.*

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[1] *About Autism Spectrum Disorder,* CDC (Apr. 13, 2026), https://www.cdc.gov/autism/about/index.html

[2] *Data and Statistics on Autism Spectrum Disorder*, CDC (May 27, 2025) https://www.cdc.gov/autism/data-research/index.html

A. AUTISM-THERAPY

29. The consensus is that "[i]ntervention is likely to be more effective when it is provided earlier in life rather than later."[3] That being said, "intervention at any age can be helpful."[4]

30. Early intervention services are believed to "change a child's developmental path and improve outcomes for children, families, and communities."[5] These are the "services and support that help babies and toddlers (from birth to 3 years of age in most states/territories) with developmental delays or disabilities and their families."[6]

31. The onus for early intervention is placed on parents and guardians. They're asked to "[w]atch [their] child's amazing progress by tracking his or her developmental milestones—how he or she plays, learns, speaks, acts, and moves—and sharing that progress with your child's doctor at every check-up."[7]

32. With an autism diagnosis, parents and guardians are told that "[g]etting services as early as possible can make a difference in the development of a child with autism spectrum disorder (ASD) or other developmental problems, such as helping them do well in social and educational settings."[8]

33. Various treatments intended "to reduce symptoms that interfere with daily functioning and quality of life" are recommended.[9] Colloquially referred to as "autism therapy," these treatments

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[3] *Why Act Early if You're Concerned about Development*, CDC (Feb. 16, 2026), https://www.cdc.gov/act-early/families/why-act-early.html (emphasis in original)

[4] *Accessing Services for Autism Spectrum Disorder*, CDC (Oct. 2, 2026), https://www.cdc.gov/autism/treatment/accessing-services.html

[5] *Infra* at n.1

[6] *Infra* at n.3

[7] *Resources for Families*, CDC (May 16, 2026), https://www.cdc.gov/act-early/families/index.html

8 *Infra* at n.4

[9] *Treatment and Intervention for Autism Spectrum Disorder*, CDC (May 16, 2024), https://www.cdc.gov/autism/treatment/index.html

"may involve more than one approach: behavioral, developmental, educational, social-relational, pharmacological, psychological, complementary and alternative." *Id.*

34. Behavioral therapies "have the most evidence for treating symptoms of ASD. They have become widely accepted among educators and healthcare professionals and are used in many schools and treatment clinics. A notable behavioral treatment for people with ASD is called applied behavior analysis (ABA). ABA encourages desired behaviors and discourages undesired behaviors to improve a variety of skills. Progress is tracked and measured." *Id.*

35. Developmental therapies "focus on improving specific developmental skills, such as language skills or physical skills, or a broader range of interconnected developmental abilities." *Id.* "The most common developmental therapy for people with ASD is speech and language therapy." *Id.* Likewise, there's occupational therapy, including sensory integration therapy and physical therapy.

36. In addition, there are several educational therapies including "the Treatment and Education of Autistic and Related Communication-Handicapped Children (TEACCH) approach. TEACCH is based on the idea that people with autism thrive on consistency and visual learning." *Id.*

1. DIAGNOSTIC/TREATMENT DELAYS

37. Notwithstanding the importance of early intervention, significant diagnostic delays with pronounced health disparities persist."[10] "[F]amilies may have to wait many weeks or sometimes months before they are able to get an appointment to see a specialist or start intervention services for their child's developmental problem."[11]

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[10] Kraft C, Badesch S, Shannon J, et al., *Wait Times and Processes for Autism Diagnostic Evaluations: A First Report Survey of Autism Centers in the U.S.*, https://www.cms.gov/files/document/wait-times-and-processes-autism-diagnostic-evaluations-first-report-survey-autism-centers-us.pdf ("Autism Centers Survey").

[11] *What to Do While You Wait to See a Developmental Specialist*, CDC (Dec. 27, 2024), https://www.cdc.gov/act-early/families/while-you-wait.html

38. According to the Autism Centers Survey[12] presented at the Centers for Medicare & Medicaid Service Health Equity Conference on June 7-8, 2023, the wait-times for autism evaluations vary. 3% of autism providers have a waitlist so impacted they are not currently accepting referrals, 13% have waitlists requiring more than one year, 15% requiring 7-11 months, 31% requiring 4-6 months, 25% requiring 1-3 months, and only 14% requiring 0-4 weeks.

39. Such "[d]elays to evaluation mean many children may miss the opportunity for early intervention in the critical early neurodevelopmental window where therapies have the greatest lifechanging impact." *Id.*

40. "This can be a frustrating time for parents who want answers and help now."[13]

B. BILLING FOR AUTISM THERAPY

41. Autism therapy is largely billed using eight Current Procedural Terminology ("CPT") codes depending on the nature of the services provided:[14]

> 97151- Behavior identification assessment, administered by a physician or other qualified health care professional, each 15 minutes of the physician's or other qualified health care professional's time face-to-face with patient and/or guardian(s)/caregiver(s) administering assessments and discussing findings and recommendations, and non-face-to-face analyzing past data, scoring/interpreting the assessment, and preparing the report/treatment plan;

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[12] *Infra* at n.10; *see also* State Medicaid & Children's Health Insurance Program, *Applied Behavior Analysis Toolkit,* CENTERS FOR MEDICARE & MEDICAID SERVICES (Aug. 2026) https://www.medicaid.gov/medicaid/downloads/autism-services-aba-toolkit.pdf

[13] *Infra* at n.11

[14] *Applied Behavioral Analysis (ABA) Coding Policy***,** BLUE CROSS & BLUE SHIELD OF MISSISSIPPI (BCBSMS), *https://www.bcbsms.com/policy-search/coding/policy-detail/applied-behavioral-analysis-aba-coding-policy* (last accessed on Nov. 2, 2026); *see also Behavioral health coding resource,* AMERICAN MEDICAL ASSOCIATION, https://www.ama-assn.org/system/files/behavioral-health-coding-resource.pdf (last accessed on Nov. 2, 2026):

> 97151, 97152 (Assessment), 97153–97158 (Treatment): Address deficient adaptive behaviors, maladaptive behaviors, or other impaired functioning secondary to deficient adaptive or maladaptive behaviors (e.g., instruction following, verbal and nonverbal communication, imitation, play and leisure, social interactions, self-care, daily living, personal safety.

97152- Behavior identification-supporting assessment, administered by one technician under the direction of a physician or other qualified health care professional, face-to-face with the patient, each 15 minutes;

97153- Adaptive behavior treatment by protocol, administered by technician under the direction of a physician or other qualified health care professional, face-to-face with one patient, each 15 minutes;

97154- Group adaptive behavior treatment by protocol, administered by technician under the direction of a physician or other qualified health care professional, face-to-face with two or more patients, each 15 minutes;

97155- Adaptive behavior treatment with protocol modification, administered by physician or other qualified health care professional, which may include simultaneous direction of technician, face-to-face with one patient, each 15 minutes;

97156- Family adaptive behavior treatment guidance, administered by physician or other qualified health care professional (with or without the patient present), face-to-face with guardian(s)/caregiver(s), each 15 minutes;

97157- Multiple-family group adaptive behavior treatment guidance, administered by physician or other qualified health care professional (without the patient present), face-to-face with multiple sets of guardians/caregivers, each 15 minutes;

97158- Group adaptive behavior treatment with protocol modification, administered by physician or other qualified health care professional, face-to-face with multiple patients, each 15 minutes.

42. CPT codes are a widely accepted and standardized five-digital medical code set created and maintained by the American Medical Association ("AMA") and designed to communicate and coordinate uniform information about medical services and procedures under public and private health insurance programs, including Medicare.

43. These CPT code sets are used by healthcare providers such as The Perfect Child, health insurance companies such as Cigna, and accreditation organizations to coordinate the provision, billing, and reimbursement of healthcare services.[15]

[15] Peggy Dotson, *CPT Codes: What Are They, Why Are They Necessary, and How Are They Developed?*, Dec. 2013, https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3865623/

II. SURPRISE (BALANCE) BILLING

44. Surprise billing is "an ambushing of patients,"[16] a predatory practice targeting millions of patients nationwide during their most vulnerable moments.

45. For years, surprise and balance billing ran rampant,[17] occurring when a patient "had health insurance and received care from an out-of-network provider or an out-of-network facility, even unknowingly, [their] health plan may not have covered the entire out-of-network cost…In addition to any out-of-network cost sharing [a patient] might have owed, the out-of-network provider or facility could bill [the patient] for the difference between the billed charge and the amount [their] health plan paid."[18]

46. The aformentioned "billed charge" is the "list price," also known as a chargemaster rate. These are the boilerplate prices of healthcare services in a catalog, fee schedule, or price list before any discounts, promotions, or negotiations are applied.

47. The "defining feature [of a list price or chargemaster rate] is that it is 'devoid of any calculation related to cost' and is not based on market transactions."[19] Indeed,

> [h]ospital accounting experts agree that hospital billing practices "encourage manipulation of the [chargemaster] to maximize revenue" and have created a "legal fiction" that now serves as the basis of billing uninsured and OON [out-of-network]

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[16] Creswell J., Abelson R., and Sanger-Katz M., *The Company Behind Many Surprise Emergency Room Bills* (July 24, 2017), https://nyti.ms/2tDFLQk (quoting Professor Fiona Scott Morton, PhD). A version of the NYT Article was published in the print edition of *The New York Times* on July 25, 2017, on Page A1, under the headline "Costs Shoot Up As a Company Runs the E.R.").

[17] *See generally* Cooper Z., Morton F.S., and Shekita, N., *Surprise! Out-of-Network Billing for Emergency Care in the United States*, Nat'l Bureau of Econ. Research, Working Paper No. 23623 (July 2017, rev'd April 2018, rev'd January 2019), https://www.nber.org/papers/w23623.pdf

[18] *No Surprises: Understand your rights against surprise medical bills*, CENTERS FOR MEDICARE & MEDICAID SERVICES (Jan. 3, 2022), https://www.cms.gov/newsroom/fact-sheets/no-surprises-understand-your-rights-against-surprise-medical-bills

[19] Richman B.D., JD, PhD; Kitzman N., JD; Milstein A., MD, MPH; and Shulman K.A., MD, *Battling the Chargemaster: A Simple Remedy to Balance Billing for Unavoidable Out-of-Network Care*, THE AMERICAN JOURNAL OF MANAGED CARE, Vol. 23, No. 4, e100-e105 (Apr. 2017).

> patients. In determining the amount that providers accept from third-party payers, "[c]hargemaster rates, in reality, serve nothing more than the [hospital's] starting point for negotiations."

Id. at e101 (citations omitted). Non-hospital healthcare service providers' list price determinations follow the same path.

48. Another article discussing healthcare billing practices similarly found that "list or chargemaster prices are exorbitant and unfair, because they reflect prices that are set to be discounted and not paid."[20]

49. These "chargemaster rates that hospitals claim are usual and customary are instead exorbitant amounts, arbitrarily set by hospitals, as a starting point for negotiating huge discounts with insurers." *Id.* at 154. In actuality, they "bear no relationship to the hospital's cost, and, if they are paid, yield truly enormous profits to the hospital." *Id.* at 162. Neither list price or chargemaster rates are "fair or reasonable." *Id.* at 158 n.28.

50. On the contrary, these "prices go beyond mere unreasonability and become unconscionable."[21]

51. "[N]o sane person properly informed would agree to pay them."[22] *Id.* at 187. Non-hospital healthcare service providers' list prices work the same way.

52. In his testimony before Congress on March 15, 2006, Gerard F. Anderson—a Professor in the Bloomberg School of Public Health and in the School of Medicine at Johns Hopkins

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[20] George A. Nation III, *Healthcare and the Balance-Billing Problem: The Solution Is the Common Law of Contracts and Strengthening the Free Market for Healthcare*, 61 Vill. L. Rev. 153, 153 (2016) (citing cases).

[21] Hall M.A. and Schneider C.E., *Patients as Consumers: Courts, Contracts, and the New Medical Marketplace*, 106 Mich. L. Rev. 643, 676 (2008).

[22] *Infra* at n.20 at 187

University, as well as the Director of the Johns Hopkins Center for Hospital Finance and Management—explained:[23]

> List prices are established by the hospitals and physicians without any market constraints. Too often list prices have no relationship to the prices that are actually being paid by insurers. The prices should reflect the market place and should not be dictated by only the hospitals and physicians.

53. Professor Anderson continued, "Under the current system hospitals and physicians have the ability to post any price they choose. There is not a requirement that anyone ever pays that posted price and in fact the posted price is seldom paid." *Id.* at 105 (emphasis in original). This is because "[t]he hospital or hospital system has complete discretion to set each and every charge on the charge master file. The hospitals often do not know how they set each charge on the charge master file." *Id.* at 106 (emphasis in original).

54. The financial harm to patients is exacerbated by the reasonable expectations of patients that anticipate paying the "allowed (out-of-network) amount" for covered —albeit out-of-network— healthcare services under their health insurance plans.

55. Whereas a list price represents a healthcare provider's starting point for negotiations with insurers, an "allowed amount," also referred to as an "eligible expense," "payment allowance," or "negotiated rate," is the "maximum amount a plan will pay for a covered health care service."[24]

56. Having planned for their healthcare services to be covered, in large part, by their insurance plans, patients are "surprised" by balance bills demanding out-of-pocket payment for the difference between the provider's inflated, arbitrary list prices and the amounts the allowed (out-

[23] *What's the Cost?: Proposals to Provide Consumers with Better Information about Healthcare Service Costs*, 109th Cong. 103, Serial No. 109-70 (March 15, 2006) (testimony of Gerard F. Anderson, Director, Johns Hopkins Center for Health Finance and Management) (hereinafter, "Anderson Testimony") at 100.

[24] *Allowed Amount*, HEALTHCARE.GOV, https://www.healthcare.gov/glossary/allowed-amount/ (last accessed on Nov. 2, 2026),

of-network) amount their health insurance plans are willing to pay, before being compelled to suffer the costs alone.

III. THE PERFECT CHILD

57. Defendant Simcha Bendet claims to have become involved in the autism therapy industry after a friend whose brother has autism told him about it.

58. With no background or licensed credentials, he founded Defendant The Perfect Child LLC in 2018 after graduating in 2016 from Pace University with a Master of Business Administration and an earlier Bachelor of Science in Liberal Arts from Excelsior University.

59. Over the years, Simcha Bendet went on to create over a hundred affiliated limited-liability companies under "The Perfect Child" network including, but not limited to, The Perfect Child MSO LLC, The Perfect Child ABA LLC, TPC Parents LLC, TPC ABA LLC, Perfecting Minds ABA LLC, Dawning Prosperity ABA LLC, Gifted Futures MS LLC, TPC Parents LLC, Kiedga LLC, Cedar Eye Therapy LLC, Adroit Children OH LLC, Gifted Futures ABA LLC, Simply Stars ABA LLC, Brighter Futures ABA LLC, Blue Spectrum Canopy LLC, Adroit Children LLC, and Echoing Minds ABA LLC.

60. The Perfect Child claims to specialize in autism therapy, offering its services "to serve a broad age range, from 18 months up to the age of 26 years old."[25]

61. The Perfect Child provides school-based, home-based, and community-based autism-therapy, in Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nevada, New Jersey, North Carolina, Ohio, Pennsylvania, South Carolina,

[25] *About Us*, THE PERFECT CHILD, https://www.tpcaba.com/aboutus (last accessed on Nov. 1, 2026)

Tennessee, Texas, Utah, Virginia, and Washington, through the numerous limited-liability companies operating under "The Perfect Child" network.

62. First, The Perfect Child "conduct[s] a functional assessment, either in the school or home setting… to identify behavioral and social deficits to develop a comprehensive individualized treatment plan."[26] Second, The Perfect Child's LBAs and BCBAs provide autism therapy, "implementing individualized behavior plans to reduce non-functional behaviors as well as increase functional behavior. The Perfect Child claims it works individually with each child to help improve communication, adaptive learning skills, and environmental relations." *Id.*

63. Compared to other autism therapy providers, The Perfect Child's selling point is the purported accessibility of its services.

64. In an industry plagued by prolonged wait times for autism evaluations and a delayed start to autism therapy services, The Perfect Child touts its services as having "**no waiting list**"[27] with the ability to "start immediately."[28]

65. In an industry where only 65% of autism therapy providers accept private/commercial health insurance, The Perfect Child emphasizes its "commit[ment] to providing high-quality services in a cost-effective manner," and lauding that it "work[s] with most commercial insurance plans" and "proudly offer[s] a financial assistance program."[29] At other times, The Perfect Child

[26] *What We Do*, THE PERFECT CHILD, https://www.tpcaba.com/what-we-do (last accessed on Nov. 1, 2026)

[27] *Infra* at n.25 (emphasis in original).

[28] Weaver C. and Mathews A.W., *The Autism-Therapy Business Is Booming—and So Is the Billing Abuse*, THE WALL STREET JOURNAL, (Jun. 1, 2026) https://www.wsj.com/health/healthcare/autism-therapy-insurance-bills-880b9dba (the "WSJ Article").

[29] *Insurance & Financial Assistance,* THE PERFECT CHILD, https://www.tpcaba.com/insurance (last accessed on Nov. 1, 2026)

promises parents and guardians that its "services would be provided at little or no out-of-pocket cost."[30]

C. PATIENT ENROLLMENT WITH THE PERFECT CHILD

66. Each of The Perfect Child's patients are enrolled through a standardized process, beginning with a parent and/or guardian completing The Perfect Child's client application packet ("Client Intake Packet") on their child's behalf, and attaching relevant medical documentation relating to their child's autism diagnosis. [31]

67. Parents and/or guardians are immediately required to disclose the patient's medical information, information detailing the patient's autism diagnosis, any concerns the child may have at home or in the community, and any special accommodations that would enable The Perfect Child's services.

68. In addition, parents and/or guardians are required to provide detailed information concerning their health insurance coverage and their preferred means of reimbursing The Perfect Child, including: (i) the name of their primary insurance (private or Medicaid); (ii) their member number/Medicaid number; (iii) their group number; (iv) the subscriber name; (v) images of their insurance cards; and (v) payment options including either (a) paying their balance in full at time of service, (b) paying their balance in full upon receipt of first statement, or (c) making payment arrangements prior to services being rendered.

69. Parents and/or guardians are further required to sign an Assignment of Insurance Benefits form in the Client Intake Packet stating the following:

> I hereby give authorization for The Perfect Child to contact and inform my primary and secondary (if applicable) insurance companies of all medical information

[30] *Infra* at n.28

[31] *The Perfect Child Intake Packet*, THE PERFECT CHILD, https://form.jotform.com/251533168498264 (last accessed on Nov. 1, 2026) (the "Client Intake Packet").

> included in treatment plans relating to all claims for benefits submitted on behalf of myself and/or dependents. I further expressively agree and acknowledge that my signature on this documents authorizes my physician to submit claims for benefits, for services rendered or for services to be rendered, without obtaining my signature on each and every claim to be submitted for myself and/or dependents, and that I will be bound by this signature as though the undersigned had personally signed the particular claim. I authorize the Insurance Companies named above to pay and hereby assign directly to TPC all benefits, if any, otherwise payable to me for his/her services. I understand I am financially responsible for all charges incurred. I further acknowledge that any insurance benefits, when received and paid to TPC will be credited to my account, in accordance with the above assignment.

Id.

70. With respect to the "charges incurred," the Client Intake Packet did not identify or specify what these "charges" were. Notwithstanding that The Perfect Child would bill its patients or their parents/guardians using its list prices in the event that its services were not covered by their health insurance plans, The Perfect Child failed to disclose them to those completing the Client Intake Packet. The Perfect Child further failed to disclose its list prices at any time during the enrollment process. These prices were, and continue to be, absent from The Perfect Child's public platforms.

71. The Client Intake Packet further requires parents and/or guardians to acknowledge the following:

> I confirm that I have been informed that TPC and its affiliates may be out of network with my insurance plan. Member cost share may be higher or lower depending on the terms of your plan…Expected reimbursement rates from insurance may be based on the usual and customary rates as defined by fairhealthconsumer.org, a public database that defines such rates by our billing ZIP code.

Id.

72. In the event that one's insurance company sends payments directly to parents and/or guardians, rather than The Perfect Child, the Client Intake Packet requires them "to mail the checks with their EOB/EOP (Explanation of Benefits/Explanation of Payments) to 1255 E 31st street, Brooklyn NY 11210." *Id.*

73. Likewise, under circumstances where "[The Perfect Child] may need to file appeals on [a parent's and/or guardian's] behalf for an insurance company to approve services or approve payment," or "need to fill out a coordination of benefits form with [a parent's and/or guardian's] insurance company," the Client Intake Packet requires its patients' or their parents/guardians to work with The Perfect Child to facilitate the latter's reimbursement.

74. Moreover, the Client Intake Packet features the following forum-selection clause:

> The parties agree to submit to the exclusive jurisdiction of the courts of the State of New York, for any dispute, claim, or controversy arising out of or relating to this document, including, but not limited to, its validity, breach, enforcement, or termination. The parties irrevocably agree that any legal action, suit, or proceeding arising out of or relating to this document shall be instituted exclusively in the state or federal courts located in the State of New York. The parties further agree that this clause shall be binding on their heirs, administrators, successors, and assigns, and waive any objection to the jurisdiction or venue of such courts, including objections based on inconvenient forum.

D. THE PERFECT CHILD'S BILLING PRACTICES

75. The Perfect Child regularly bills its patients' or their parents'/guardians' health insurance plans using its inflated list prices.

76. In 2026, this meant charging $303 per healthcare professional for each 15-minute increment under CPT code 97151, $300 per healthcare professional for each 15-minute increment under CPT code 97153, and $400 per healthcare professional for each 15-minute increment under CPT code 97155.

77. In practice, The Perfect Child submitted claims to insurers billing its exorbitant, arbitrary list prices for its patients' autism therapy. However, as an out-of-network provider, The Perfect Child agreed to accept the allowed (out-of-network) amount for covered autism therapy services — as determined by its patients' or their parents'/guardians' health insurance plans — as payment in full for services rendered, foregoing the difference between the allowed amount and The Perfect Child's billed amount.

78. Notwithstanding, The Perfect Child was aware that as an out-of-network provider, its autism therapy may not have been eligible for coverage under its patients' or their parents'/guardians' out-of-network benefits arrangement. Yet, at no time prior to billing its patients or their parents/guardians did The Perfect Child disclose the potential out-of-pocket costs for its services— that it intended to bill patient services using its full list prices.

79. Consequently, in the event that a claim for The Perfect Child's autism therapy is denied by its patients' or their parents'/guardians' health insurance plans, or otherwise deemed ineligible for out-of-network coverage, The Perfect Child bills its patients or their parents/guardians directly using its list prices, irrespective of the allowed amount it had readily accepted under their health insurance plans, notwithstanding that list prices were never disclosed or agreed to by the patients or their parents/guardians.

80. Each balance bill issued by The Perfect Child is payable to one of its affiliates at 1255 E31st Street, Brooklyn, New York, 11210.

IV. PLAINTIFF'S CHILD'S AUTISM THERAPY

81. Plaintiff's child was diagnosed with autism in 2015.

82. In 2023, finding that her child would benefit from autism therapy, Plaintiff sought to enroll her child with an autism therapy provider near her home in Montgomery County, Tennessee. To Plaintiff's disappointment, her child was approaching the age-limit for most of the autism therapy providers in the area—others had months-long waitlists. With her child's wellbeing and development at stake, Plaintiff could not afford to delay her child's treatment.

83. An online search led Plaintiff to The Perfect Child. She was immediately drawn in by The Perfect Child's promises of "no waiting list" and its provision of autism therapy to autistic children her child's age. On November 27, 2023, Plaintiff submitted a completed Client Intake Packet,

furnishing The Perfect Child with the information it requested, and enrolled her child in autism therapy with The Perfect Child after a series of consultations. Notably absent from the Client Intake Packet was any language disclosing The Perfect Child's list prices, or any concrete costs per its services.

84. The Perfect Child began providing autism therapy on or around March 2024.

85. In accordance with the treatment plan agreed to by Plaintiff, an RBT with The Perfect Child provided autism therapy for her child five days a week for three hours each day (15-minute increments x 12 a day x 5 days a week).

86. Cynthia A. Chaffee (aka Cynthia Ellsworth), a BCBA, regularly attended Plaintiff's child's autism therapy sessions, acting in a supervisory role with respect to the RBT.

87. While completing her Client Intake Packet, Plaintiff clearly elected to make payment arrangements prior to services being rendered by The Perfect Child.

88. At the outset, The Perfect Child determined that it was out-of-network to Plaintiff's health insurance plan but assured her, as it says on its website, that it works with most commercial insurance plans to ensure that its services are provided in a cost-effective manner. Thus, on April 1, 2024, The Perfect Child sent an e-mail memorializing an earlier conversation about Plaintiff's monthly out-of-pocket expenses, *i.e.,* the patient responsibility amount, for her child's autism therapy. Therein The Perfect Child expressly stated:

> As discussed, your monthly cost for services is a reduced flat rate at $102 a month. This cost encompasses all services rolled into one monthly payment. This cost was determined from your insurance benefit information. Insurance may tell you what they think you may owe, but we as the provider set that rate for you. Invoices are sent after the first claim from your insurance is received by us, which is typically around 3 months after services begin.

89. During that time, The Perfect Child routinely submitted claims to Plaintiff's health insurance plan for her child's autism therapy through Cynthia A. Chaffee BCBA, a provider with

Dawning Prosperity ABA LLC. The Perfect Child billed Cigna using its list prices for CPT code 97151 at $303 per 15-minute increment, for CPT code 97153 at $300 per 15-minute increment, and for CPT code 97155 at $400 per 15-minute increment.

90. Cigna, in turn, reimbursed The Perfect Child using the allowed (out-of-network) amounts determined by Plaintiff's health insurance plan as a reasonable, market competitive rate for Plaintiff's child's autism therapy.

Service dates	Type of service	Amount billed	Cost Reduction	Amount not covered	Allowed amount	Copay	Deductible	What your plan paid	% paid	Coinsurance*	My account paid	Account paid from	What I owe	See notes
CYNTHIA A CHAFFEE BCBA, Claim # [redacted]														
[redacted]	PHYSICIAN	3,600.00	3,060.00	0.00	540.00	0.00	0.00	540.00	100	0.00	0.00		0.00	A0
[redacted]	PHYSICIAN	3,600.00	3,060.00	0.00	540.00	0.00	0.00	540.00	100	0.00	0.00		0.00	A0
[redacted]	PHYSICIAN	3,600.00	3,060.00	0.00	540.00	0.00	0.00	540.00	100	0.00	0.00		0.00	A0
[redacted]	PHYSICIAN	3,600.00	3,060.00	0.00	540.00	0.00	0.00	540.00	100	0.00	0.00		0.00	A0
[redacted]	PHYSICIAN	3,600.00	3,060.00	0.00	540.00	0.00	0.00	540.00	100	0.00	0.00		0.00	A0
Total		**$18,000.00**	**$15,300.00**	**$0.00**	**$2,700.00**	**$0.00**	**$0.00**	**$2,700.00**		**$0.00**	**$0.00**		**$0.00**	

** After you have met your deductible, the costs of covered expenses are shared by you and your health plan. The percentage of covered expenses you are responsible for is called coinsurance.*

What I need to know for my next claim

Your $[redacted] out of network family deductible has been met for 2026
Your $[redacted] in network family deductible has been met for 2026
You've met a total of $[redacted] toward your $[redacted] out of network family out of pocket expenses for 2026
Your $[redacted] in network family out of pocket expenses have been met for 2026
You've met a total of $[redacted] toward your Unlimited all medical benefits individual lifetime maximum

Other important information that I need to know

IF YOU ARE COVERED BY MORE THAN ONE HEALTH BENEFIT PLAN, YOU SHOULD FILE ALL YOUR CLAIMS WITH EACH PLAN.

Notes

A0 - THIS REPRESENTS A SAVINGS OBTAINED THROUGH AN AGREEMENT WITH THE HEALTH CARE PROFESSIONAL. THE PATIENT IS NOT REQUIRED TO PAY THIS AMOUNT.

91. The Perfect Child accepted reimbursement pursuant to the allowed amounts under Plaintiff's health insurance plan as payment in full. As noted in her EOBs, Plaintiff's patient responsibility, the "What I owe," "REPRESENT[S] A SAVINGS OBTAINED THROUGH AN AGREEMENT WITH THE HEALTH CARE PROFESSIONAL. THE PATIENT IS NOT REQUIRED TO PAY THIS AMOUNT."

92. Again, during this time, Plaintiff was never invoiced by The Perfect Child or alerted to any billing discrepancies concerning her child's autism therapy.

93. After an unexplained delay, on or about August 27, 2026, The Perfect Child began submitting claims for Plaintiff's child's autism therapy services from May 19, 2026 onward.

Thereafter, from September 9, 2026 through September 30, 2026, Cigna began denying The Perfect Child's claims due to its erroneous claims submissions.

94. The EOBs provided by Cigna noted that: "BASED ON INFO REPORTED OR IN THE FILE, SERVICES WERE NOT RENDERED AS BILLED. THE MEMBER IS NOT RESPONSIBLE FOR THIS AMOUNT."

CIGNA received this claim on August 27, 2026 and processed it on September 10, 2026.

Service dates	Type of service	Amount billed	Cost Reduction	Amount not covered	Allowed amount	Copay	Deductible	What your plan paid	% paid	Coinsurance*	My account paid	Account paid from	What I owe	See notes
CYNTHIA A CHAFFEE BCBA, Claim # [redacted]														
05/19/26	PHYSICIAN	3,899.99	0.00	3,899.99	0.00	0.00	0.00	0.00	0	0.00	0.00		0.00	A0
[redacted]	PHYSICIAN	3,599.99	0.00	3,599.99	0.00	0.00	0.00	0.00	0	0.00	0.00		0.00	A0
[redacted]	PHYSICIAN	3,599.99	0.00	3,599.99	0.00	0.00	0.00	0.00	0	0.00	0.00		0.00	A0
05/19/26	PHYSICIAN	0.01	0.00	0.01	0.00	0.00	0.00	0.00	0	0.00	0.00		0.00	A1
[redacted]	PHYSICIAN	0.01	0.00	0.01	0.00	0.00	0.00	0.00	0	0.00	0.00		0.00	A1
[redacted]	PHYSICIAN	0.01	0.00	0.01	0.00	0.00	0.00	0.00	0	0.00	0.00		0.00	A1
Total		**$11,100.00**	**$0.00**	**$11,100.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	**$0.00**		**$0.00**	

** After you have met your deductible, the costs of covered expenses are shared by you and your health plan. The percentage of covered expenses you are responsible for is called coinsurance.*

Other important information that I need to know

IF YOU ARE COVERED BY MORE THAN ONE HEALTH BENEFIT PLAN, YOU SHOULD FILE ALL YOUR CLAIMS WITH EACH PLAN.

Notes

A0 - BASED ON INFO REPORTED OR IN THE FILE, SERVICES WERE NOT RENDERED AS BILLED. THE MEMBER IS NOT RESPONSIBLE FOR THIS AMOUNT.

A1 - SEE THE EXCLUSIONS PAGE OF YOUR CIGNA-ADMINISTERED PLAN DOCUMENT: CHARGES WHICH YOU ARE NOT OBLIGATED TO PAY OR FOR WHICH YOU ARE NOT BILLED OR FOR WHICH YOU WOULD NOT HAVE BEEN BILLED EXCEPT THAT THEY WERE COVERED UNDER THE PLAN ARE NOT COVERED. CIGNA WILL RECONSIDER THIS CLAIM ONCE WE SEE PROOF OF YOUR PAYMENT.

95. In other words, the fault for Cigna's denial of claims lay entirely with The Perfect Child—not Cigna and not Plaintiff.

96. The Perfect Child never reached out to Plaintiff to discuss the matter until September 28, 2026. A Senior Client Retention Liaison with The Perfect Child, Kerry Hellman, informed Plaintiff that she was "directed by leadership to request that [Plaintiff] complete" a Limited Power of Attorney ("LPOA") and an Assignment of Recovery ("AOR") by October 2, 2026:

> These documents authorize [The Perfect Child] and legal representatives to communicate with insurance companies and health plans regarding claim processing, appeals, denials, underpayments, and recovery of benefits related to services provided.
>
> [The Perfect Child] request these documents so [The Perfect Child] can promptly address any claim payment issues and pursue recovery on [Plaintiff's] behalf if reimbursement is not made appropriately. By signing, [Plaintiff] authorize[s] us to handle these insurance recovery efforts at no cost to [Plaintiff]. [Plaintiff] will not

> be responsible for legal fees, and if recovery efforts are unsuccessful, [Plaintiff] will not owe any remaining balance related to these claims. However, if the documents are not signed, [The Perfect Child] will be unable to pursue additional recovery efforts, and any outstanding balance may become [Plaintiff's] responsibility.
>
> …
>
> **A POA (Power of Attorney) may be required for an ABA therapy provider, so the provider can act on behalf of the member when communicating with the health plan regarding authorization requests, appeals, claims, and other administrative matters.**
>
> **The POA allows the provider to:**
>
> - Submit and follow up on prior authorization requests.
> - Discuss protected health information (PHI) with the health plan.
> - Appeal authorization denials or claim determinations on the member's behalf.
> - Obtain information necessary to coordinate care and treatment.

97. In its efforts to persuade Plaintiff to sign the documents, The Perfect Child noted that:

> It is important to note that insurance companies may discourage the use of a POA; however, the POA is not an agreement with the insurance carrier. Rather, it is an agreement between the member and the provider that authorizes the provider to act on the member's behalf for specified administrative and reimbursement-related matters. This can help the provider pursue and negotiate reimbursement at a usual and customary rate and advocate for the member's access to medically necessary services.
>
> Without a valid POA or other approved authorization form, the health plan may limit the provider's ability to discuss the member's case or act on the member's behalf due to privacy and regulatory requirements.

98. On October 2, 2026, Kerry Hellman reached out to Plaintiff again, telling her: "[T]he LPOA & AOR are documents are due today 10/02 by 5:30PM EST. If not received today by 5:30pm EST it will result in termination of services per my director." Plaintiff immediately submitted a signed and notarized LPOA and AOR.

99. Plaintiff immediately signed the LPOA. However, the actual language of the LPOA was more severe than Kerry Hellman's e-mail implied. The LPOA appointed Dawning Prosperity ABA

of 1255 E 31st Street, Brooklyn, New York 11210, the "Agent," as Plaintiff's attorney-in-fact in connection with "recovery of insurance benefits," "enforcement of rights under employer-sponsored benefit plans," and "collection of amounts owed to Agent for services rendered to the Principal." It authorized Dawning Prosperity ABA to act on Plaintiff's behalf:

A. Insurance and Benefit Claims - The Agent may:

    1. Submit, pursue, and prosecute claims for benefits under any insurance policy, health plan, ERISA-governed plan, employer-sponsored plan, or similar coverage;

    2. Obtain policy documents, plan documents, claim files, administrative records, billing records, internal claim notes, and related materials;

    3. Submit and prosecute administrative appeals of benefit denials.

B. Litigation Authority - The Agent may:

    1. Initiate lawsuits in the name of the Principal against insurers, employers, plan administrators, fiduciaries, or other responsible parties;

    2. Retain attorneys and execute litigation engagement agreements on behalf of the Principal;

    3. Sign or verify pleadings, complaints, affidavits, declarations, discovery responses, verifications, and other documents required by court rules, and authorize attorneys retained by the Agent to appear and prosecute such actions on behalf of the Principal;

    4. Participate in discovery, including executing interrogatory responses, requests for admission, document requests, declarations, and verifications;

    5. Negotiate, compromise, and settle claims;

    6. Execute settlement agreements and releases.

C. Collection and Payment Authority - The Agent may:

    1. Receive payments or settlement proceeds related to the claims described above;

    2. Endorse, negotiate, and deposit checks or other instruments representing settlement proceeds or judgment payments;

    3. Apply proceeds toward amounts owed by the Principal to the Agent.

100. On October 5, 2026, TPC ABA sent Plaintiff a notification that "the outstanding balance on [Plaintiff's] account with Dawning Prosperity ABA, DBA: The Perfect Child ABA (TPC), in the amount of $4,144.66…represent[ing] the member responsibility portion of the services provided as indicated by your health insurance." The outstanding balance was payable by either: (i) a check mailed to TPC Parents LLC at 1255 E 31st Street, Brooklyn, NY 11210; (ii) a payment to Perfect Child LLC's Zelle account at arteam@tpcaba.com; or (iii) a direct payment via ACH to TPC Parents LLC.

101. Before this, Plaintiff had never been informed that she owed an outstanding balance to The Perfect Child. She had never received an invoice from The Perfect Child.

102. Confused, Plaintiff formally revoked the LPOA and the AOR.

103. Thereafter, on October 9, 2026, Plaintiff received a surprise bill from The Perfect Child for her services rendered on November 20, 2025, November 26, 2025, November 28, 2025, May 7, 2026, and May 11, 2026, and all autism therapy sessions between May 19, 2026 and September 10, 2026. The bill indicated that the services were coded at "CPT Code 97151-Assessment," "CPT Code 97153- Direct intervention," and CPT 97155- Supervision & Protocol Modification." Applying the full list price for its autism therapy, The Perfect Child was demanding payment of Plaintiff's so-called "member responsibility" in the amount of $364,816.17.

104. The outstanding balance was payable by either: (i) a check mailed to TPC Parents LLC at 1255 E 31st Street, Brooklyn, NY 11210; (ii) a payment to Perfect Child LLC's Zelle account at arteam@tpcaba.com; or (iii) a direct payment via ACH to TPC Parents LLC.

105. Understandably, Plaintiff was blindsided.

106. Payment of the "member responsibility," *i.e.,* patient responsibility, that these bills are demanding from Plaintiff grossly exceeds the $102-a-month flat rate out-of-pocket expense that The Perfect Child had represented to Plaintiff.

107. Naturally, Plaintiff had no choice but to suspend any future autism therapy from The Perfect Child, at great emotional cost to herself and her loved ones.

108. Among the symptoms experienced by Plaintiff's child prior to receiving autism therapy included violent behavior. The behavior subsided during the time Plaintiff's child received services from The Perfect Child. Following the sudden termination of The Perfect Child's autism therapy, Plaintiff's child's violent tendencies exacerbated. Several times since Plaintiff was forced to suspend her child's autism therapy as a result of Defendants' exploitative billing practices, Plaintiff's child has attacked Plaintiff and her husband, throwing them down to the ground and throwing objects at them, causing physical injury and significant emotional distress.

V. PLAINTIFF WAS BILLED AN UNREASONABLE AMOUNT FOR SERVICES RENDERED

109. As is often the case with surprise/balance billing, The Perfect Child's billed amounts significantly exceeded the allowed (out-of-network) amounts for autism therapy under Plaintiff's health insurance plan going beyond the usual, customary, and reasonable prices for the services rendered.

110. Cigna had priced The Perfect Child's services remarkably lower, reimbursing The Perfect Child at $26.18 per 15-minute increment for CPT code 97151, $45 per 15-minute increment for CPT code 97153, and $60 per 15-minute increment for CPT code 97155, the allowed amount as determined by Cigna under Plaintiff's health insurance plan as market competitive for those CPT codes.

111. This aligns with FAIR Health Consumer's ("FAIR Health") estimated costs of care for Plaintiff's child's autism therapy, the very rates The Perfect Child tells its patients' parents and/or guardians to review as the "[e]xpected reimbursement rates from insurance."

112. FAIR Health provides medical cost estimates, by zip code for CPT codes, based on a database of over 24 billion health care claims paid for by private insurance plans. *See* https://www.fairhealthconsumer.org/estimate-costs/. A "national qualified entity," certified by the Centers for Medicare & Medicaid Services, FAIR Health receives about 1.7 billion new records every year, and its database includes claims for over 10,000 services in all areas of the U.S.

113. FAIR Health estimated that autism therapy providers in Plaintiff's zip code billed as follows:

CPT Code	**Average Provider Billed Charge (per 15-minute increment)**	**Average In-Network Allowed Amount (per 15-minute increment)**
97151	$64	$28
97152	$35	$22
97153	$43	$17
97154	$18	$18
97155	$56	$23
97156	$54	$21
97157	$321	$105
97158	$44	$16

114. By all comparisons, Plaintiff's bills were excessive.

VI. THE JUNE 2026 WALL STREET JOURNAL EXPOSÉ

115. In June 2026, *The Wall Street Journal* published an exposé revealing The Perfect Child's outrageous deceptive and unconscionable billing practices to the masses.

116. According to the WSJ Article, when faced with The Perfect Child's unreasonable rates, "insurers rejected claims submitted by the Perfect Child after questioning the bills."[32]

117. To evade the insurance companies' scrutiny, The Perfect Child operated through a network of limited-liability companies, "mak[ing] it harder to track questionable billers." *Id.* For instance, "UnitedHealth Group, which insured some Perfect Child patients, said 'it is not at all uncommon to see ABA providers change names and' tax identifiers to avoid detection of potentially fraudulent billing." *Id.*

118. The WSJ Article continued that "[w]hen insurers rejected those prices, the company discharged patients and pressured parents to appeal the insurers' decisions. It sent large bills to families that didn't comply and aggressively pursued purported debts." *Id.*

119. Like Plaintiff, the WSJ Article recounted that "10 other parents…received five-figure-plus surprise bills from the Perfect Child, including some who have been sued in an effort to collect payments." *Id.* Like Plaintiff, some families were "billed…for huge amounts even when [The Perfect Child] had agreed to cap charges." *Id.*

120. The Perfect Child was also reported as having "sued at least 19 patient families and employers in an effort to extract payments since late 2024, according to court records." *Id.* The Perfect Child "alleged health-plan sponsors including Teva Pharmaceuticals, a construction workers union in Newburgh, N.Y., and the Mitchell Companies, a Meridien, Miss.-based distributor and manufacturer, failed to pay for services they had agreed to cover." *Id.*

121. With regard to the Mitchell Companies, The Perfect Child supposedly "billed the Mitchell Companies $11 million for autism therapy for just two patients over 13 months, according to court records." *Id.* The Mitchell Companies countered by "accus[ing] the Perfect Child of

[32] *Infra* at n.28

fraudulent billing, including a series of claims that would amount to more than 11 hours of service every day in June 2025 for one child, whose parents said in reality got about four hours of treatment four days a week." *Id.*

122. Over the years, Defendants have unfairly misled hundreds, if not, thousands of patients, consumers who reasonably believe they were receiving cost-effective autism therapy, only to be surprised billed outrageous amounts well beyond a reasonable amount for the services rendered. Defendants have profited handsomely at the expense of their patients, while driving so many of them to financial ruin and bankruptcy.

CLASS ACTION ALLEGATIONS

123. This action is brought by Plaintiff, for herself and on behalf of all others similarly situated, as a class action pursuant to Fed. R. Civ. P. 23(a), (b)(2), and (b)(3).

124. Plaintiff seeks to represents a class of all persons who received a bill for autism therapy provided by The Perfect Child LLC, The Perfect Child MSO LLC, Perfect Child LLC, TPC ABA LLC, TPC Parents LLC, or Dawning Prosperity ABA LLC, for an amount beyond the reasonable fair market value rates for the services rendered (the "Class").

125. Excluded from this Class are Defendants, their officers, directors, employees, contractors, affiliates, parents, and subsidiaries, and their respective officers, directors, employees, and contractors.

126. Plaintiff seeks relief pursuant to Fed. R. Civ. P. 23(b)(2)(i) on behalf of the Class to enjoin Defendants from billing and collecting from Class members according to its list prices, and (ii) more specifically, on behalf of the Class, to compel Defendants to disclose their list prices to Class members in advance of providing autism therapy services.

127. Plaintiff also seeks damages pursuant to Fed. R. Civ. P. 23(b)(3) on behalf of the Class with respect to Defendants' unfair, deceptive, and abusive, billing practices.

128. This action has been brought and may properly be maintained as a class action because there is a well-defined community of interest in the litigation, the proposed Class is easily ascertainable from Defendants' records, and Plaintiff is a proper representative of the Class.

129. Numerosity: The members of the Class and Subclass are so numerous that joinder of all Class members is impracticable. While the exact number of Class members can be determined only through appropriate discovery, Plaintiff believes that there are hundreds, if not thousands, of Class members nationwide.

130. Commonality: Common questions of law and fact exist as to all members of the Class and predominate over any questions affecting solely individual Class members. Among the questions of law and fact that predominate and are common to the Class are:

a. Whether Defendants' conduct violates N.Y. GBL 349;

b. Whether Defendants and Class members entered into an express contract despite having no price term;

c. Whether Defendants breached the implied covenant of good faith and fair dealing;

d. Whether Defendants and Class members entered into an implied contract as to the price of their autism therapy.

e. Whether Defendants breached an implied contract as to the price of their autism therapy services by billing their full list prices;

f. Whether Defendants' list prices are inconsistent with the usual, customary, and reasonable rate for services rendered;

g. Whether Defendants have been unjustly enriched by their inequitable and unlawful conduct; and

h. The proper measure of damages, including monetary and injunctive relief, and other equitable relief.

131. Typicality: Plaintiff's claims are typical of the claims of the Class, in that Plaintiff experienced the harm that is alleged throughout this Complaint and was damaged thereby. Plaintiff's interests are to obtain relief for herself and the Class for the harm arising out of the violations of law set forth herein.

132. Adequacy: Plaintiff is a member of the Class and will fairly and adequately protect the interests of the other members of the Class. Plaintiff's interests align, and do not conflict, with those of the other members of the Class. Plaintiff has retained counsel competent and experienced in complex consumer class action litigation regarding surprise billing and who will devote sufficient time and resources to litigate this matter.

133. Superiority of Class Action: A class action is superior to all other methods for the fair and efficient adjudication of this controversy. Since the damages suffered by the members of the Class may be relatively small in comparison to the expense and burden of individual litigation, it is virtually impossible for Plaintiff and members of the Class to individually seek redress for the wrongful conduct alleged herein. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action.

134. As alleged herein, Defendants have acted and refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the Class as a whole.

CAUSES OF ACTION

COUNT I

Violations of New York Gen. Bus. Law § 349

(Against All Defendants)

(On Behalf of the Class)

135. Plaintiff hereby incorporates by reference all factual allegations made in the previous paragraphs 1 through 134.

136. Plaintiff brings this Count individually and on behalf of the members of the Class.

137. New York Gen. Bus. Law § 349(a) declares unlawful "[u]nfair, deceptive, or abusive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state."

138. As alleged herein, Defendants committed unfair, deceptive, and abusive acts and practices.

139. The foregoing unfair, deceptive, and abusive acts and practices were directed at consumers, specifically, patients with autism and the parents or guardians that took financial responsibility for their medically necessary healthcare, such as Plaintiff and the Class members. Defendants balance billed Plaintiff and the Class members demanding the remittance of payment for their autism therapy services to The Perfect Child's New York base of operations.

140. The foregoing unfair, deceptive, and abusive acts and practices saw Defendants bill Plaintiff and the Class members for autism therapy at unconscionable rates far exceeding what could otherwise be considered the usual, customary, and reasonable rate for such services. Defendants billed Plaintiff and the Class members in the absence of an express agreement between them specifying the potential out-of-pocket charges for Defendants' services.

141. Before billing Plaintiff and the Class members, Defendants failed to inform them of their potential out-of-pocket charges, e.g., a cash price, for Defendants' autism therapy. Defendants failed to disclose such crucial information at any time prior to or during those services being rendered.

142. Defendants did so knowing that their autism therapy services faced an increased risk of becoming ineligible for out-of-network coverage under Plaintiff's and the Class members' health insurance plans and that once ineligible (*e.g.,* if Defendants' claims for their autism therapy services are denied by the insurers), Defendants planned to bill Plaintiff and the other Class members directly using Defendants' list prices instead of using the "allowed amounts" Defendants had originally accepted from Plaintiff's and the Class members' health insurance plans.

143. Worse still, Defendants failed to inform Plaintiff and the Class members of the of the ineligibility for out-of-network coverage and continued to provide autism therapy that Defendants knew it would directly bill Plaintiff and the Class members for using their full list prices.

144. Had Plaintiff and the Class members known the truth of Defendants' unfair, deceptive, and abusive acts and practices, among other things: (a) they would not have received autism therapy from Defendants billable according to Defendants' list prices; (b) they would have ensured that Defendants' provision autism therapy was billed according to the reasonable or prevailing market rate; (c) they would have secured autism therapy from another healthcare provider at a reasonable or prevailing market rate; and/or (d) they would have foregone autism therapy for themselves or their children, as applicable.

145. As a direct and proximate result of Defendants' unfair, deceptive, and abusive acts and practices described herein, all members of the Class have suffered and continue to suffer forms

of injury and damages, incurring costly outstanding monetary obligations payable to Defendants, anxiety, emotional distress, and physical harm.

146. Plaintiff and the members of the Class have suffered and continue to suffer significant injury.

147. On behalf of herself and other members of the Class, Plaintiff also seeks to enjoin the unlawful acts and practices described herein, to recover the greater of actual damages or fifty dollars, three times actual damages, and reasonable attorneys' fees.

COUNT II

Breach Of Implied Covenant of Good Faith and Fair Dealing of Express Contract

(Against All Defendants)

(On Behalf of the Class)

148. Plaintiff hereby incorporates by reference all factual allegations made in the previous paragraphs 1 through 134.

149. Defendants, Plaintiff, and the Class members, entered into a contract, pursuant to which, Defendants provided autism therapy for Plaintiff and the Class members' children/dependents, *i.e.,* Defendants' patients. Plaintiff and the Class members received Defendants' services. The contract between them provided that Plaintiff and the Class members would be financially responsible for charges incurred with respect to Defendants' provision of autism therapy. These "charges" were never detailed, specified, or particularized in the Client Intake Packet or at any time prior to Defendants billing Plaintiff and the Class members.

150. A covenant of good faith and fair dealing is implied by law in these contracts. Defendants must exercise their contractual discretion honestly and in good faith.

151. Here, Defendants exploited the absence of a definitive price term in the parties' contracts, billing Plaintiff and the Class members for autism therapy using Defendants' full list

prices. Defendants' full list prices are well beyond the usual, customary, and reasonable rates for autism therapy. In so doing, Defendants breached the covenant of good faith and fair dealing.

152. At all times before and during Defendants' provision of autism therapy, Defendants failed to disclose the potential out-of-pocket charges for their services. Plaintiff and the other Class members first learned the out-of-pocket costs for Defendants' autism therapy services after Defendants billed them—after the services had been rendered and the charges incurred.

153. Prior to this, Plaintiff and the Class had reasonable expectations that the out-of-pocket costs for Defendants' provision of autism therapy, *i.e.,* the cash price, would be consistent with the fair market value for their services.

154. Defendants' conduct was dishonest and unfair because, among other things: (i) Defendants were aware, in ways that Plaintiff and the other Class members were not, that claims for their autism therapy services were at an increased risk of becoming ineligible for out-of-network coverage under Plaintiff and the Class members' health insurance plans; (ii) Defendants continued to provide autism therapy without informing Plaintiff and the Class members that their autism therapy services were at an increased risk of becoming ineligible for out-of-network coverage under Plaintiff and the Class members' health insurance plans; and (iii) Defendants planned to bill Plaintiff and the Class members directly for autism therapy services deemed ineligible for out-of-network coverage using Defendants' full list prices.

155. Defendants' breach damaged Plaintiff and members of the Class.

COUNT III

Breach of Implied Contract

(Against All Defendants)

(On Behalf of the Class)

156. Plaintiff hereby incorporates by reference all factual allegations made in the previous paragraphs 1 through 134.

157. This claim is pleaded in the alternative to the Breach of Implied Covenant of Good Faith and Fair Dealing and the Unjust Enrichment claim.

158. Plaintiff and other members of the Class did not enter into an existing, enforceable contract with Defendants that specified the price of their autism therapy services.

159. The Client Intake Packet completed and signed by Plaintiff and the Class members is ambiguous and indefinite as to the price of Defendants' services, an essential term of their services, failing to identify distinct price terms for Defendants' autism therapy. The Client Intake Packet does not contain any reference to The Perfect Child's list prices.

160. A contract is thus implied-by-law between Defendants and their patients' or their parents/guardians such as Plaintiff and other members of the Class, entitling Defendants to the fair market or reasonable value of the autism therapy rendered (the *quantum meruit* of the services performed).

161. Defendants demonstrably provided valuable services to their patients, and their patients received these services from Defendants.

162. The circumstances indicate that the Defendants, Plaintiff, and the other Class members, reasonably understood that Defendants expected to be compensated according to the usual, customary, and reasonable value for autism therapy.

163. Thus, Defendants breached the terms of the implied contract by billing Plaintiff and other Class members at excessive rates far beyond the usual, customary, and reasonable costs for autism therapy.

164. Defendants' conduct in billing and attempting to collect fees so far in excess of what is reasonable is unscrupulous and takes advantage of vulnerable patients and their parents/guardians during a time of particular vulnerability and is especially unconscionable since it results in substantial injury, in the form of ruinous, outstanding financial obligations, resulting from the provision of medically necessary healthcare services to Defendants' patients.

165. Defendants were unjustly enriched through their breach of the implied contract, to the detriment of Plaintiff and other Class members.

166. Defendants should be compelled to provide restitution, and to disgorge into a common fund or constructive trust, for the benefit of Plaintiff and the Class, all proceeds received from Plaintiff and the Class as a result of any unlawful or inequitable act described herein that unjustly enriched them.

167. Plaintiff further seeks an order enjoining Defendants from further engaging in any unlawful or inequitable acts and practices as alleged herein, because of Defendants' continuing improper and exploitative billing practices.

COUNT IV

Unjust Enrichment

(Against All Defendants)

(On Behalf of the Class)

168. Plaintiff hereby incorporates by reference all factual allegations made in the previous paragraphs 1 through 134.

169. This claim is pleaded in the alternative to the breach of implied contract claim and the breach of the implied covenant of good faith and fair dealing of express contract claim.

170. Defendants received significant monetary benefit from Plaintiff and the Class members in the form of Plaintiff and the Class members' outstanding monetary obligations to

Defendants, far beyond the usual, customary, and reasonable rates for autism therapy. Defendants did so at Plaintiff's and the Class members' expense.

171. Defendants accepted and had knowledge of the benefits conferred upon it by Plaintiff and Class members.

172. As a direct and proximate result of Defendants' conduct, Defendants' current and former patients, or their parents/guardians, suffered actual damages in an amount equal to the difference between the outstanding monetary obligations Plaintiff and the Class members incurred by patronizing Defendants' autism therapy, and the reasonable value for Defendants' provision of autism therapy.

173. Defendants should not be permitted to retain the money belonging to Plaintiff and the Class members because Defendants billed them exorbitant rates for autism therapy far beyond the usual, customary, and reasonable rates, in the absence of an express agreement as to the out-of-pocket costs of Defendants' services.

174. Plaintiff and Class members have no adequate remedy at law.

Defendants should be compelled to provide for the benefit of Plaintiff and Class members all unlawful proceeds received by it as a result of the conduct alleged herein.

PRAYER FOR RELIEF

175. WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, requests that the Court award the following relief:

a. Certify this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, appoint Plaintiff as Class representative, and designate the undersigned as Class counsel;

b. Award Plaintiff and the Class monetary damages;

c. Award Plaintiff and the Class equitable, declaratory, and/or injunctive relief;

d. Award Plaintiff and the Class restitution and/or disgorgement;

e. Grant Plaintiff and the Class payment of the costs of prosecuting this action, including expert fees and expenses;

f. Grant Plaintiff and the Class payment of reasonable attorneys' fees;

g. Grant such other relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff and the Class demand a trial by jury on all issues so triable.

DATED: November 5, 2026 Respectfully submitted,

/s/ Chet B. Waldman
Chet B. Waldman
Antoinette A. Adesanya
WOLF POPPER LLP
570 Lexington Ave., 19th Fl.
New York, NY 10022
Telephone: (212) 759-4600
Facsimile: (212) 486-2093
Email: cwaldman@wolfpopper.com
Email: aadesanya@wolfpopper.com

Attorneys for Plaintiff and the Proposed Class