

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

PEOPLE OF THE STATE OF NEW YORK, by
LETITIA JAMES, Attorney General of the State of
New York,

Petitioner,

- against -

Atlas Risen Corp. d/b/a Aneva Gym,

Respondent.

**CONSENT ORDER AND
JUDGMENT**

Index No. 452007/2025

IAS Part 58

Hon. David B. Cohen

WHEREAS, Petitioner, the People of the State of New York, by its attorney Letitia James, Attorney General of the State of New York (the “NYAG”), filed its petition (“Petition”) on June 13, 2025 in the Supreme Court of the State of New York, New York County, alleging Respondent Atlas Risen Corp. d/b/a Aneva Gym (“Aneva Gym”) engaged in illegal, fraudulent and deceptive conduct in violation of New York Executive Law § 63(12), New York General Business Law Article 22-A (§ 349), and the New York Health Club Services Law, General Business Law Article 30 (§§ 601 – 631);

WHEREAS, Aneva Gym and the NYAG have entered into the Consent & Stipulation, dated July __, 2025 (the “Stipulation”), which is incorporated by reference into this Consent Order and Judgment (“Consent Order”);

WHEREAS, Aneva Gym and the NYAG wish to resolve all outstanding claims against Aneva Gym, in order to avoid prolonged and costly litigation, and in furtherance of the public interest;

WHEREAS, Aneva Gym and the NYAG desire to have the Court issue the following Consent Order;

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

I. JURISDICTION AND VENUE

1. This Court has and retains jurisdiction of this action to enforce the terms of this Consent Order, or granting such further relief as the Court deems just and proper.

II. FINDINGS

2. The Petition avers that Aneva Gym engaged in fraudulent and illegal conduct and deceptive acts or practices in connection with its health club in Long Island City, Queens in the State of New York in violation of the New York Executive Law § 63(12), New York General Business Law § 349, and the New York Health Club Services Law, General Business Law Article 30, §§ 620 - 631. These alleged practices included failing to have filed with the New York Department of State a bond, letter of credit, or certificate of deposit (“the bonding requirement”) as required by GBL § 622-a.1, failing to post notices in its health club regarding the bonding requirement as required by GBL § 622-a.11, failing to have a written contract that includes notices concerning the bonding requirement and consumers’ cancellation rights, having cancellation procedures that are in violation of GBL §§ 622-a.12 and 624, and limiting its liability to its members in violation of GBL § 623. This Consent Order shall be binding on and apply to Aneva Gym and its partners, officers, directors, agents, employees, successors and assigns.

III. RELIEF

Injunction

3. Aneva Gym, shall not engage, or attempt to engage, in conduct in violation of New York Executive Law § 63(12), New York General Business Law Article 22-A (§ 349), and the New York Health Club Services Law, General Business Law Article 30 (§§ 601 – 631).

4. Aneva Gym is permanently restrained and enjoined from conducting any health club business in the State of New York, until and unless it complies with the New York Health Club Services Law, including in the following respects:

- A. maintains with DOS a bond, letter of credit, or certificate of deposit;
- B. posts required notices in its health club regarding the bonding requirement;
- C. adopts written membership contracts that include the required notices regarding the bonding requirement and consumers' cancellation rights and that otherwise comply with New York Health Club Services Law;
- D. provides the membership contracts required by subpart C to current members for their signatures within 10 days of the date this Consent Order is signed by the Court and retains executed copies of the contracts; and
- E. adopts and maintains cancellation procedures that comply with GBL § 624.

5. Aneva Gym is permanently restrained and enjoined from including any provision in its written membership contracts that purports to limit its liability to consumers in violation of GBL § 623.

Payment

6. Aneva Gym shall pay by wire transfer to the NYAG \$5,000 (Five Thousand Dollars) in penalties within 10 days of the date that this Order is signed by the Court.

Restitution

7. Within 10 days of the date that this Order is signed by the Court, Aneva Gym shall produce to the NYAG a list of each of its members who sought at any time to cancel their memberships through any method. The list shall include: (a) the name and address of each such member, (b) the type of membership the consumer enrolled in, (c) the monthly charge for that membership, (d) the date that the consumer's membership began, (e) the date the consumer first requested to cancel his or her membership, (f) the manner in which the request to cancel was made, (g) the date that Aneva Gym cancelled their membership, and (h) any fees or membership dues that Aneva Gym charged the consumer after the consumer's first request to cancel his or her membership.

8. After the NYAG reviews this list, it may request from Aneva Gym other documents relating to consumers' cancellation requests. Aneva Gym shall produce these other documents to the NYAG within 10 days of any such NYAG request.

9. If any consumer not on the list produced by Aneva Gym to the NYAG pursuant to paragraph 7 notifies either Aneva Gym or the NYAG within 60 days of when this Consent Order is signed by the Court that they sought to cancel their membership, Aneva Gym shall provide to the NYAG within 10 days of such notification to Aneva Gym, or from the NYAG to Aneva Gym, all of the information for those consumers required on the list described in paragraph 9.

10. Within 5 days of a determination by the NYAG that any consumers' cancellation requests were not honored in the manner required by GBL § 624, Aneva Gym shall send to each such consumer via check, or refund to their original method of payment, the amount determined by the NYAG, which shall be based on dues or fees paid after a consumer's attempt to cancel consistent with GBL § 624.

Compliance Reporting and Compliance Monitoring

11. Unless otherwise expressly provided for by this Consent Order, any notices, statements, reports, or other written documents required to be sent to the NYAG, or Aneva Gym under this Consent Order shall be sent by email and/or by United States mail, certified mail return receipt requested, to the email and/or mailing addresses listed below.

For NYAG:	Melvin L. Goldberg, Esq. Assistant Attorney General Consumer Frauds & Protection Bureau 28 Liberty Street New York, NY 10005 Melvin.Goldberg@ag.ny.gov or in his absence, the Bureau Chief of Consumer Frauds & Protection
For Aneva Gym :	Attorney for AtlasRisen Corp. d/b/a Aneva Gym Howard Rubin Goetz Platzer LLP One Penn Plaza, Suite 3100 New York, NY 10119 hrubin@goetzplatzer.com

12. Aneva Gym shall provide the NYAG with written notice within 10 days of any changes to the information in the above paragraph.

13. Within 210 days, Aneva Gym shall provide to the NYAG a spreadsheet showing (a) the number of checks cashed and refunds provided to the consumer's original method of payment by consumers eligible for payment pursuant to paragraph 10 and (b) the amount of each cash check or refund to the consumer's original payment method.

14. Aneva Gym shall provide written notice to the NYAG within 10 days of any sale of an ownership interest in Aneva Gym. Such notice shall include the name and address of the new owner(s) and proof that the new owner(s) is compliance with the bonding requirement.

IV. MISCELLANEOUS

15. Aneva Gym shall make no representation that the NYAG approves of the practices or procedures set forth herein for any other matter.

16. Any failure of the NYAG to exercise any right under any provision of this Consent Order shall not constitute a waiver of any rights of the NYAG to enforce such provision prospectively.

17. This Consent Order shall be construed in accordance with the laws of New York.

18. Nothing in this Consent Order shall relieve Aneva Gym of its obligation to comply with all local, State and federal laws.

19. Nothing in this Consent Order or the corresponding Stipulation shall be construed to deprive any person of any private right or cause of action. This Consent Order is not intended for use, and may not be used, in any other action or proceeding and is not intended, and should not be construed, as an admission of any liability or wrongdoing by Aneva Gym.

20. This Consent Order may not be changed, altered or modified without further order of the Court, except as provided in the Stipulation.

21. This Consent Order becomes effective upon it being signed by the Court.

ENTER

J.S.C.