

**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.****AFFIRMATION OF
MELVIN L. GOLDBERG
IN SUPPORT OF THE
VERIFIED PETITION****Index No.** _____**IAS Part** _____**Hon.** _____

Melvin L. Goldberg, an attorney duly admitted to practice before the courts of the State of New York, affirms the following under the penalty of perjury:

1. I am an Assistant Attorney General in the Office of Letitia James, Attorney General of the State of New York, assigned to the Bureau of Consumer Frauds and Protection. I submit this Affirmation in support of the Verified Petition, and the relief sought therein.

2. I am familiar with the facts and circumstances of this proceeding against respondent Atlas Risen Corp. d/b/a Aneva Gym which are based upon information contained in the investigative files of the New York Attorney General's Office ("NYAG").

3. Attached hereto as Exhibit A is a true and correct copy of a screenshot of Aneva Gym's Instagram Post showing that it began operation in the summer of 2022.

4. Attached hereto as Exhibit B is the Affidavit of New York Attorney General Investigator Crystal John attesting that during her visit to Aneva Gym on April 30, 2025 she met with Joseph Ortiz, an employee of Aneva Gym, who took her on a tour of the health club during which she observed that there were no notices containing the information required by GBL §622-

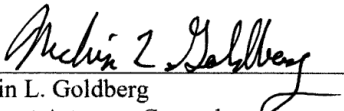
a.11 to be posted in health clubs and that during that visit Mr. Ortiz told her that Aneva Gym did not provide written contracts and that monthly membership fees are \$199.

5. Attached hereto as Exhibit C are true and correct copies of screenshots of Aneva Gym's website Membership page showing that their monthly membership is \$199 per month, its six month membership is \$179 per month and of its Terms & Conditions page which has provisions that violate several provisions of GBL §622-a. dealing with cancellations of memberships and limitations of its liability.

6. Attached hereto as Exhibit D are true and correct copies of Negative Declarations from the New York State Department of State ("DOS") showing neither Atlas Risen Corp. nor Aneva Gym have on file with DOS a security bond, letter of credit, or certificate of deposit. On June 9, 2025, NYAG was informed that Aneva Gym was taking steps to procure the required bond. To date, upon information and belief, Aneva Gym has not obtained one.

7. Attached hereto as Exhibit E is a true and correct copy of the letter from the NYAG to Aneva Gym dated January 22, 2025, informing it that it appears that it has failed to file a bond, letter or credit, or certificate of deposit with DOS, as required by GBL §622-a., and that the NYAG is unaware of any exemption that would apply. The letter requested a response within 10 business days. There has been no response to the letter to date.

Dated: New York, New York
June 13, 2025



Melvin L. Goldberg
Assistant Attorney General
Office of the New York Attorney General
Bureau of Consumer Frauds and Protection
28 Liberty Street, 20th Floor
New York, New York 10005
(212) 416-8836
Melvin.Goldbergl@ag.ny.gov

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

-----X

**THE PEOPLE OF THE STATE OF NEW YORK,
by LETITIA JAMES, Attorney General of the
State of New York,****Petitioner,****-against-****Atlas Risen Corp. doing business as Aneva Gym,****Respondent.**

-----X

NOTICE OF PETITION**Index No.** _____**IAS Part** _____**Hon.** _____


PLEASE TAKE NOTICE that upon this Notice of Petition, the Petition verified on June xx, 2023, and the Affirmation of Melvin Goldberg subscribed to on June 9, 2025, with exhibits attached, Petitioner will move this court at the Motion Support Office Courtroom, Room 130, at the Courthouse located at 60 Centre Street, New York, New York 10007, on the 3rd day of July, 2025 at 9:30 o'clock in the forenoon, or as soon thereafter as counsel can be heard, for an order and judgment made pursuant to Executive Law § 63(12) and General Business Law ("GBL") § 349:

- a. Declaring that Respondent has violated Executive Law § 63(12), GBL § 349, and GBL §§ 622-a.1, 622-a.11, 623.3, 624, and 626.8;
- b. Declaring Respondent's contracts with consumers to be void and unenforceable as contrary to public policy pursuant to GBL § 627.1;
- c. Permanently enjoining Respondent from engaging in the deceptive acts and practices alleged herein and from violating of Executive Law § 63(12), GBL § 349, and GBL Article 30.

- d. Ordering Respondent to perform an accounting of revenues obtained from and refunds, if any, made to New York consumers;
- e. Ordering Respondent to pay restitution and damages to New York consumers who had memberships with it;
- f. Ordering Respondent to disgorge all profits resulting from the fraudulent, deceptive and illegal practices alleged herein;
- g. Imposing civil penalties of \$5,000 for each violation of GBL § 349;
- h. Imposing civil penalties of \$2,500 for each violation of GBL § 629;
- i. Ordering Respondent to pay to the State of New York costs of \$2,000 pursuant to CPLR § 8303(a)(6);
- j. Granting such additional relief as the Court may determine to be just and proper.

PLEASE TAKE FURTHER NOTICE that, in accordance with CPLR § 403(b), Respondent's answers and supporting affidavits, if any, shall be served at least seven days before the return date of the Petition.

LETITIA JAMES
Attorney General of the
State of New York


MELVIN GOLDBERG
Assistant Attorney General
Consumer Frauds and Protection Bureau
28 Liberty Street
New York, New York 10005
E-Mail: Melving.Goldberg@ag.ny.gov
Telephone: (212) 416-8836

Of Counsel:
JANE M. AZIA
Bureau Chief, Consumer Frauds and Protection Bureau

LAURA J. LEVINE
Deputy Bureau Chief
Bureau of Consumer Frauds and Protection

EXHIBIT E



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

LETITIA JAMES
ATTORNEY GENERAL

JANE M. AZIA
BUREAU CHIEF
CONSUMER FRAUDS & PROTECTION BUREAU

January 22, 2025

Aneva Gym
24-09 41st Avenue
Long Island City, NY 11101

Re: Compliance with the New York Health Club Services Act

To Whom It May Concern:

It has come to the Attorney General's attention that it appears that your health club has not filed a bond, CD, or letter of credit with the New York Department of State. Failure to do so violates the New York Health Club Services Act, General Business Law, Article 30, Section 622-a, unless one of its exceptions were to apply. We are unaware of any exceptions that would apply to Aneva Gym.

Please be advised that the Attorney General is empowered, pursuant to Section 630 of that law, to enforce its provisions, including a civil fine of up to \$2,500 per violation pursuant to Section 629.1. In addition, Aneva Gym's contracts with consumers may be unenforceable. The Attorney General is also empowered to obtain disgorgement of the profits of your health club for failure to comply with the provisions of the New York Health Club Services Law pursuant to Executive Law § 63(12).

We request a response to this letter within 10 business days, including whether you contend an exception applies and your support for such exception. If no exception applies, please include proof of steps you have taken to file a bond, CD, or letter of credit.

28 LIBERTY STREET, NEW YORK, NY 10005 • PHONE (212) 416-8300 • FAX (212) 416-6003 • WWW.AG.NY.GOV

Sincerely,

/s/ Melvin L. Goldberg
Assistant Attorney General
Bureau of Consumer Frauds and Protection
Office of the New York State Attorney General
28 Liberty Street, New York, NY 10005
Ph. 212-416-8836
Melvin.Goldberg@ag.ny.gov

28 LIBERTY STREET, NEW YORK, NY 10005 • PHONE (212) 416-8300 • FAX (212) 416-6003 • WWW.AG.NY.GOV

This is a copy of a pleading filed electronically pursuant to New York State court rules (22 NYCRR §202.5-b(d)(3)(i)) which, at the time of its printout from the court system's electronic website, had not yet been reviewed and approved by the County Clerk. Because court rules (22 NYCRR §202.5[d]) authorize the County Clerk to reject filings for various reasons, readers should be aware that documents bearing this legend may not have been accepted for filing by the County Clerk.

AFFIDAVIT OF SERVICE**BUREAU OF CONSUMER FRAUDS & PROTECTION****STATE OF NEW YORK:
COUNTY OF NEW YORK:**

I, Alex Tuminello being duly sworn, deposes and says:

That on January 23, 2025, at 24-09 41st Avenue, in the Borough of Queens, City of New York, State of New York, deponent served the above, Aneva Gym at 1:30 p.m. by:**1. INDIVIDUAL**

- ☐ (a) Delivering a true copy thereof to _____ personally. Deponent knew the person so served to be the person described in said document(s).
- ☐ (b) Delivering a true copy to _____ a person of suitable age and discretion at person's actual place of business, dwelling place, or usual place of abode.
- Deponent also enclosed a copy of same in a postpaid, sealed wrapper properly addressed to person's last known business, dwelling place or place of abode at _____ on _____ depository under the exclusive care and custody of the U.S. Postal Service.
- ☐ (c) Affixing a true copy to the door of person's actual place of business, dwelling place, or usual place of abode. Deponent was unable, with due diligence, to find the person named therein or a person of suitable age and discretion having called there:

On 20 , at

Deponent also enclosed a copy of same in a postpaid, sealed wrapper properly addressed to person's last known business, dwelling place or place of abode at and deposited said wrapper in an official depository under the exclusive care and custody of the U.S. Postal Service.

2. ☒ **CORPORATION:** Serving the above on Aneva Gym, personally, whom deponent knew to be the said corporation by delivering a true copy thereof with Joseph Ortiz an officer of said corporation or other agent authorized to receive service for said corporation.

DESCRIPTION: Deponent describes the individual served as follows:

Sex: Male, Hair: Black,
Skin: Olive, Approx. Age: 30,
Approx. Ht.: 5'10", Approx Wt.: 175 lbs.,

Signature _____

Sworn to before me this 24 day of January, 2025

Notary Public _____

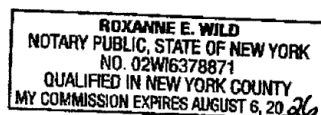


EXHIBIT D

**STATE OF NEW YORK
DEPARTMENT OF STATE** } **ss.:**

I HEREBY CERTIFY that I have made a diligent and complete search of the records of the Department of State, Division of Licensing Services relating to **Chapter 297, Section 622-a of the General Business Law**, as amended, with respect to **Health Clubs** which records are in the custody and under the control of the Secretary of State, and find the following:

No record of a Surety Bond, Letter of Credit, or Certificate of Deposit, on file for Aneva Gym as a Health club.

Note: Pursuant to Executive Order 202.11, licenses that indicate a status of expired on or after March 27, 2020 which were subsequently renewed on or before July 24, 2021 are considered to have continuous licensure covering this time period. Licenses that indicate a status of expired on or after March 27, 2020 which were not subsequently renewed are considered to have expired on June 24, 2021.

WITNESS my hand and the Official Seal of the Department of State, at the City of Albany, this **seventh** day of **May**, **two thousand twenty-five**.



WHITNEY A. CLARK
Special Deputy Secretary of State

**STATE OF NEW YORK
DEPARTMENT OF STATE** } **ss.:**

I HEREBY CERTIFY that I have made a diligent and complete search of the records of the Department of State, Division of Licensing Services relating to **Chapter 297, Section 622-a of the General Business Law**, as amended, with respect to **Health Clubs** which records are in the custody and under the control of the Secretary of State, and find the following:

No record of a Surety Bond, Letter of Credit, or Certificate of Deposit, on file for Atlas Risen Corp as a Health club.

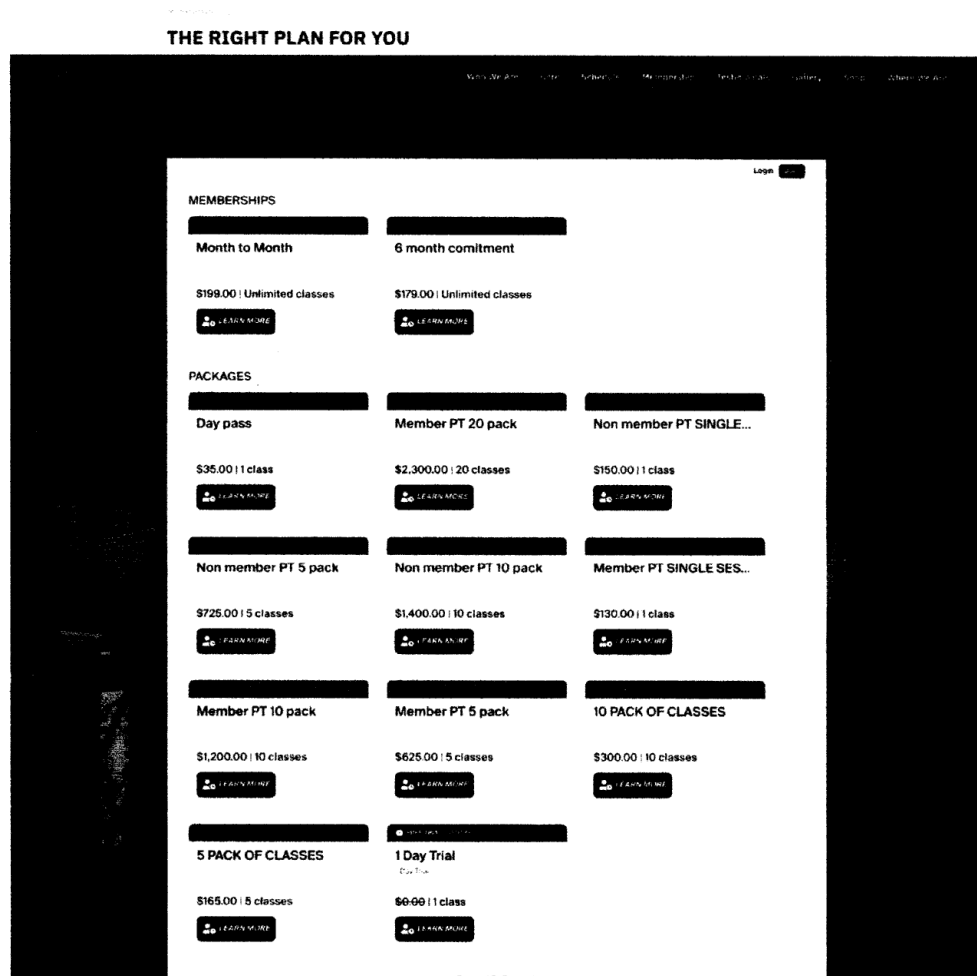
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~~Witness~~ my hand and the Official Seal of the Department of State, at the City of Albany, this **seventh** day of **May**, two thousand twenty-five.



WHITNEY A. CLARK
Special Deputy Secretary of State

EXHIBIT C



Get Started 

[Who We Are](#) [Core](#) [Schedule](#) [Membership](#) [Testimonials](#) [Gallery](#) [Shop](#)

[Where We Are](#)

TERMS & CONDITIONS

[Privacy](#) - [Terms](#)

ANEVA POLICY

MONTHLY MEMBERSHIPS

1. The Member agrees to pay either monthly or annual dues, indicated by selecting one of our membership options. The dues may be paid by automatic debit or credit card transaction or in-person via debit or credit card.
2. This gym membership agreement entitles the Member access to ANEVA facilities so long as all dues are current.
3. Personal Training is offered by the gym, but is not included in the Member's membership dues.
4. This gym membership serves as a liability release, pursuant to which the Member agrees to indemnify and hold ANEVA harmless against any and all claims of loss or damage without limitation.
5. All contracts have a duration of one year unless indicated as "month to month."
6. If the Member wishes to cancel their membership prior to the **ONE YEAR** contract expiration date, the Member must pay a cancellation of **\$250.00**.
7. To Avoid getting charged for following month, the Member must provide **30 Day** Written Notice in Person at ANEVA.
8. If the Member must cancel this gym membership contract due to military service , relocation to an area of 25

miles from ANEVA, or written consent from a doctor stating they do not advise engaging in physical activity, the Member may cancel by providing said 30 DAYS written notice without paying the cancellation fee.

9. ANEVA reserves the right to suspend or revoke membership, without refund of membership fees, for a breach of gym rules or regulations, violations of contract terms, or generally undesirable behavior as determined by ANEVA at its sole discretion.

PERSONAL TRAINING

1. Personal training sessions that are not rescheduled or canceled 12 hours in advance will result in forfeiture of the session and a loss of the financial investment at the rate of one session.
2. Clients arriving late will receive the remaining scheduled session time unless other arrangements have been previously made with the trainer.
3. The expiration policy requires completion of all personal training sessions within 120 days from the date of the contract. Personal training sessions are void after this time period.
4. No personal training refunds will be issued for any reason, including but not limited to relocation, illness, and unused sessions.

GROUP CLASSES

1. Group classes that are not rescheduled or canceled 12 hours in advance will result in a cancellation fee of \$17.50.

2. Group classes that are not rescheduled or canceled after the start time of the class will result in forfeiture of the class, a cancellation fee of \$35.00 or a loss of the financial investment at the rate of one class.
3. Clients arriving late will receive the remaining scheduled class time unless other arrangements have been previously made with the Instructor.
4. The expiration policy requires completion of all group classes within 120 days from the date of the contract. Group classes are void after this time.
5. No group class refunds will be issued for any reason, including but not limited to relocation, illness, and unused classes.

**24-09 41ST AVENUE
LONG ISLAND CITY
NEW YORK**

☎ 716.496.2049

✉ info@everaneva.com

HOURS

Mon-Fri: 5:30am -
9:00pm

Sat: 8:00am-3:00pm

Sun: 8:00am-1:00pm

Terms & Conditions



Copyright ©2024 Aneva. All Rights Reserved.

EXHIBIT B

[illegible]

1. I am an Investigator in the Office of the Attorney General of the State of the New York ("NYAG"). I have served in this position since July 2023. My duties and responsibilities include investigations related to civil matters. Certain investigations require my participation as an undercover investigator.

2. As part of the NYAG's investigation into Aneva Gym concerning violations of the New York Health Club Services Act, I visited Aneva Gym located at 24-09 41st Avenue, Long Island City, New York on April 30, 2025 at approximately 3:00 p.m. One purpose of my visit was to determine if Aneva Gym had posted signage required by New York General Business Law ("GBL") § 622-a.11, a part of the New York Health Club Services Act, GBL, Chapter 30, that requires a notice that clearly and conspicuously states, "New York State law requires certain health clubs to have a bond or other form of financial security to protect members in the event the club closes" and that further states that the health club has posted the financial security required by law, or is exempt from doing so. I was also tasked with enrolling in a month-to-month membership and obtaining a copy of Aneva Gym's membership contract.

3. After arriving at Aneva Gym, I met with Joseph Ortiz, an employee of Aneva Gym, who took me on a tour of the club. I observed that there were no notices containing the information required by GBL § 622-a.11 posted anywhere in the club, including the first and second floor.

4. I told Mr. Ortiz that I wanted to join Aneva Gym with a month-to month membership. I used an undercover name and credit card to purchase the membership and I requested a copy of the membership contract. Mr. Ortiz informed me that Aneva Gym did not provide written contracts, and that the month-to-month membership, after a 10% discount, would cost \$199/month.

5. Instead of signing me up for a month-to month membership, Mr. Ortiz signed me up for a six-month membership costing \$179 a month and charged my undercover credit card for that amount.

6. When I told Mr. Ortiz that I did not want a six-month membership, only a month-to-month one, he cancelled the six-month membership. He then said that because they could not sign me up for the month-to-month membership on the same day that he had signed me up for the six-month membership, I could come back the next day to sign up for a month-to-month membership.

7. I did not return the next day to sign up for the month-to-month membership.

8. My visit showed that Aneva Gym: (a) did not have the required signage in its club; b) charged \$199/month for the month-to-month membership and \$179/month for

the six-month membership; and c) did not provide consumers who enrolled in memberships with a written contract.

Crystal John

Crystal John

Sworn to before me this

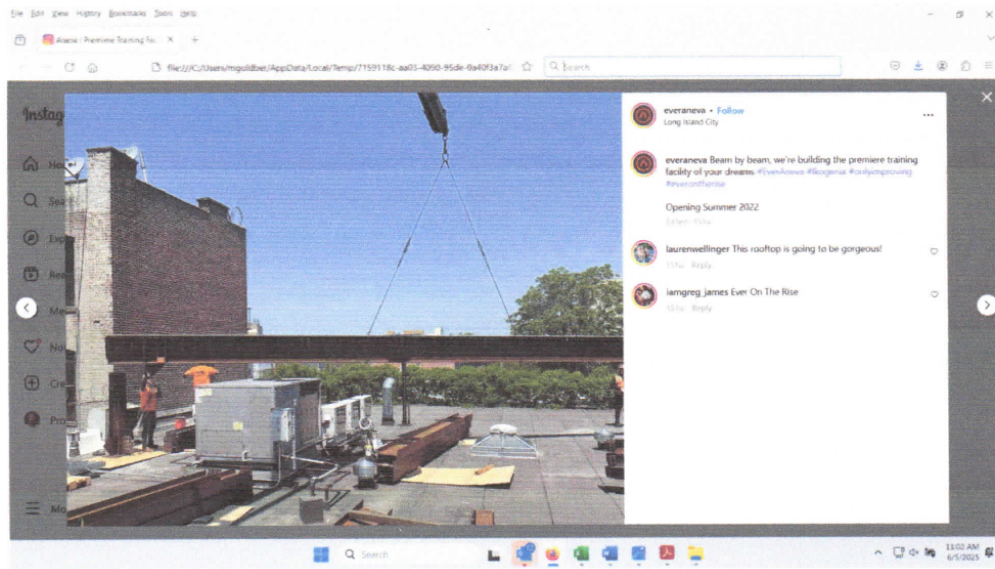
1st day of May 2025

Crystal R. Combs

NOTARY PUBLIC



EXHIBIT A



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

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

Petitioner,

VERIFIED PETITION

-against-

Index No. _____

IAS Part _____

Atlas Risen Corp. d/b/a Aneva Gym

Hon. _____

Respondent.

-----X

Petitioner, the People of the State of New York, by their attorney, LETITIA JAMES, Attorney General of the State of New York ("NYAG"), brings this proceeding against Respondent Atlas Risen Corp. d/b/a Aneva Gym and alleges as follows:

NATURE OF THE ACTION

1. The NYAG brings this proceeding on behalf of the People of the State of New York pursuant to Executive Law § 63(12) and General Business Law ("GBL") § 349 for injunctive relief, restitution, disgorgement, civil penalties and other remedies for Respondent's failure to comply with the Health Club Services Act, GBL Ch. 30.

PARTIES AND JURISDICTION

2. Petitioner is the People of the State of New York, by their attorney Letitia James, Attorney General of the State of New York.

3. Petitioner brings this proceeding pursuant to: (a) GBL § 630 which authorizes the Attorney General to seek injunctive relief and for such other relief as may be appropriate to enforce the health club services law, (b) Executive Law § 63(12), which authorizes the Attorney

General to bring a special proceeding for injunctive relief, restitution, damages, disgorgement and costs against any person or business that has engaged in repeated or persistent fraud or illegality in the conduct of its business and (c) General Business Law (“GBL”) Article 22-A, which prohibits deceptive acts or practices and false advertising in the conduct of any business and authorizes the Attorney General to seek injunctive relief, restitution, penalties and costs.

4. Respondent Atlas Risen Corp, is a New York business corporation, located at 24-09 41st Avenue, Long Island City, NY, doing business using the assumed name Aneva Gym (“Aneva Gym” or “Respondent”).

5. The NYAG provided Aneva Gym with the pre-litigation notice required by GBL § 349(c) and 350-c.

FACTS

6. Aneva Gym is in the business of operating a health club facility and providing health club services, as that term is defined by GBL § 621. Per its advertising, it started accepting members in summer 2022. See Affirmation of Assistant Attorney General Melvin Goldberg (“Goldberg Aff.”) Ex. A, Instagram Post. .

7. GBL Article 30, the Health Club Services Law, is intended to safeguard the public from unfair and deceptive practices in the provision of health club services. See GBL § 620.

8. As detailed below, Aneva Gym violates numerous provisions of the Health Club Services Act.

9. Pursuant to GBL § 627, any contract for health club services that does not comply with the applicable provisions of GBL Article 30 shall be void and unenforceable.

Lack of Bond or Other Financial Security

10. Pursuant to GBL § 622-a.1, before entering into any contract for services for use by a buyer of a health club, Aneva Gym was required to file and maintain with the New York State Department of State (“DOS”) a bond, letter of credit, or certificate of deposit unless it is exempted to do so pursuant to GBL § 622-a.10. Health club facilities with monthly dues, including any initiation fee or other charge, that do not exceed \$150 are exempt. GBL-a.10(b).

11. Because Aneva Gym does not sell its memberships for greater than twelve months and has fewer than three locations, it is required to file and maintain with DOS a bond, letter or credit, or certificate of deposit in the amount of fifty thousand dollars.

12. Aneva Gym is not exempted from filing with DOS a bond, letter of credit, or certificate of deposit, because it charges more than \$150 per month for a month-to-month membership. See Goldberg Aff., Ex. B, Affidavit of Crystal John, (NYAG investigator quoted \$199.00 per month for a month-to-month membership), and a screenshot of Aneva Gym’s website, Goldberg Aff. Ex. C, (advertising \$199.00 month-to-month memberships).

13. Neither Atlas Risen Corp. nor Aneva Gym have filed a bond, letter of credit or certificate of deposit as it is required to do by GBL § 622-a.1. See Goldberg Aff., Ex. D, the Negative Declarations from DOS, Ex. D.

14. On January 23, 2025, NYAG personally served notice on Aneva Gym that it appeared to not be in compliance with GBL § 622-a.1 and requested that Aneva Gym contact NYAG within 10 business days. See Goldberg Aff., Ex. E. Aneva Gym did not respond.

15. Pursuant to GBL § 622-a.9, failure to comply with the requirements of GBL § 622-a (filing of the bond or equivalent) renders the contracts for services unenforceable.

Lack of Required Notices

16. Pursuant to GBL § 622-a.11, Aneva Gym is required to post two notices in its health club informing consumers of its obligation to file a bond, letter of credit, or certificate of deposit with DOS, or that it is exempt from doing so. The notices are required to contain specific language and be posted in at least two conspicuous locations in the health club.

17. Aneva Gym has not posted the required two notices. See Goldberg Aff., Ex. B, Affidavit of Crystal John at ¶ 3 (April 30, 2025 visual inspection of two floors showed no notices).

Violation of Cancellation Provisions and Failure to Provide a Written Contract

18. Aneva Gym violates multiple sections of the Health Club Services Law concerning cancellation.

19. Among other requirements, the Health Club Services Law provides consumers with rights concerning the timing and method of cancellation. Consumers are entitled to:

- cancel their initial contract within three business days of receipt of the contract (GBL § 624.2), and
- cancel within three business days of when a monthly membership renews or within fifteen business days of when an annual membership renews (GBL § 624.4.(b)).
- cancel their membership through methods including, but not limited to, website, electronic mail, mail, telephone or in person. (GBL § 624-4.(c)).

20. Aneva Gym does not provide consumers with membership contracts, as required by the Health Club Services Law. See e.g. GBL §§ 621.1 (defining contract for services), 622-a.13 (requiring contracts to contain specified notice about payment options), 623 (contract

restrictions), and 624.2 (cancellation rights required in contracts); See Goldberg Aff., Ex. B. at ¶ 4 (club representative told undercover investigator that Aneva Gym did not provide contracts).

21. Instead, Aneva Gym's cancellation policies are available by clicking the Terms & Conditions tab on its website. See Goldberg Aff., Ex. C.

22. According to Terms & Condition Number 7, Aneva Gym requires cancellations by consumers to be in a writing provided in person at Aneva Gym and to be made 30 days before the cancellation date in order to avoid being charged for the following month. See Goldberg Aff., Ex. C. These requirements are contrary to GBL §§ 624.2. and 624.4.(b) and (c).

23. Aneva's Terms & Condition Number 7 deceptively presents to consumers their cancellation rights under New York law, which is an express violation of GBL § 626.8.

24. Pursuant to GBL §§ 624.2. and 624.3.(b), health clubs are required to include in their contracts with consumers notices captioned in twelve point bold type concerning consumers' right to cancellation.

25. Because Aneva Gym does not provide consumers with a written contract, it does not provide consumers with the required notices about their cancellation rights in a contract.

Illegal Waiver of Claims Provision

26. Pursuant to GBL § 623.3, no health club services contract may contain any provision whereby the consumer agrees not to assert any claims or defenses against the health club.

27. According to Aneva Gym's website's Terms & Conditions Number 4, a consumer's membership serves as a liability release, pursuant to which the member agrees to indemnify and hold Aneva Gym harmless against any and all claims of loss or damage without limitation. See Goldberg Aff., Ex. C.

28. This Term & Condition violates GBL § 623.3.

FIRST CAUSE OF ACTION
Executive Law § 63(12) Fraud

29. The NYAG re-alleges and incorporates Paragraphs 1 - 28.

30. Executive Law § 63(12) authorizes the NYAG to bring an action or proceeding for injunctive or other relief when any individual or business engages in repeated or persistent fraudulent conduct.

31. By virtue of the conduct alleged above, Respondent has engaged in repeated and persistent fraudulent conduct.

32. Respondents therefore engaged in repeated and persistent fraud in violation of Executive Law § 63(12).

SECOND CAUSE OF ACTION
Executive Law § 63(12) Illegality – Violation of GBL § 349

33. The NYAG re-alleges and incorporates Paragraphs 1 - 28.

34. Executive Law § 63(12) authorizes the NYAG to bring an action or proceeding for injunctive or other relief when any individual or business engages in repeated or persistent illegal conduct.

35. GBL § 349 prohibits deceptive practices in the conduct of any business, trade or commerce in the state of New York.

36. By virtue of the conduct alleged above, Respondent has engaged in deceptive acts and practices in violation of GBL § 349.

37. Respondent therefore has engaged in repeated and persistent illegal conduct in violation of Executive Law § 63(12).

THIRD CAUSE OF ACTION

Executive Law § 63(12) Illegality – Violation of GBL § 622-a.1

38. The NYAG re-alleges and incorporates Paragraphs 1 - 28.

39. Executive Law § 63(12) authorizes the NYAG to bring an action or proceeding for injunctive or other relief when any individual or business engages in repeated or persistent illegal conduct.

40. GBL § 622-a.1 requires health club services to file with the New York State Department of State a bond, letter of credit, or certificate of deposit, unless it is exempted from doing so pursuant to GBL § 622-a.10.

41. Respondent failed to post a bond or other financial security in violation of GBL § 622-a.1, and did not qualify for an exemption pursuant to GBL § 622-a.10.

42. By virtue of the conduct alleged above, Respondent has engaged in illegal practices in violation of GBL § 622-a.1.

43. Respondent therefore has engaged in repeated and persistent illegal conduct in violation of Executive Law § 63(12).

FOURTH CAUSE OF ACTION

Executive Law § 63(12) Illegality – Violation of GBL § 622-a.11

44. The NYAG re-alleges and incorporates Paragraphs 1 - 28.

45. Executive Law § 63(12) authorizes the NYAG to bring an action or proceeding for injunctive or other relief when any individual or business engages in repeated or persistent illegal conduct.

46. GBL § 622-a.11 requires health club services to post two notices in at least two conspicuous locations each of their locations regarding their filing with the New York State

Department of State a bond, letter of credit, or certificate of deposit, or their exemption from doing so pursuant to GBL § 622-a.10.

47. Respondent did not post the required notices.

48. By virtue of the conduct alleged above, Respondent has engaged in illegal practices in violation of GBL § 622-a.11.

49. Respondent therefore has engaged in repeated and persistent illegal conduct in violation of Executive Law § 63(12).

FIFTH CAUSE OF ACTION

Executive Law § 63(12) Illegality – Violation of GBL § 623.3

50. The NYAG re-alleges and incorporates Paragraphs 1 - 28.

51. Executive Law § 63(12) authorizes the NYAG to bring an action or proceeding for injunctive or other relief when any individual or business engages in repeated or persistent illegal conduct.

52. GBL § 623.3 prohibits health clubs from having any provision in their contracts whereby the consumer agrees not to assert any claims or defenses against the health club.

53. Aneva Gym's Terms & Conditions Number 4, states that a consumer's membership serves as a liability release, pursuant to which the member agrees to indemnify and hold Aneva Gym harmless against any and all claims of loss or damage without limitation.

54. By virtue of the conduct alleged above, Respondent has engaged in illegal practices in violation of GBL § 623.3.

55. Respondent therefore has engaged in repeated and persistent illegal conduct in violation of Executive Law § 63(12).

SIXTH CAUSE OF ACTION

Executive Law § 63(12) Illegality – Violation of GBL § 624

56. The NYAG re-alleges and incorporates Paragraphs 1 - 28.

57. Executive Law § 63(12) authorizes the NYAG to bring an action or proceeding for injunctive or other relief when any individual or business engages in repeated or persistent illegal conduct.

58. GBL § 624 requires health club services to include in their contracts notices to consumers in 12 point bold type concerning consumers' rights to cancel their contracts.

59. Respondent does not provide contracts to consumers.

60. By virtue of the conduct alleged above, Respondent has engaged in illegal practices in violation of GBL § 624.

61. Respondent therefore has engaged in repeated and persistent illegal conduct in violation of Executive Law § 63(12).

SEVENTH CAUSE OF ACTION

Executive Law § 63(12) Illegality – Violation of GBL § 626.8

62. The NYAG re-alleges and incorporates Paragraphs 1 - 28.

63. Executive Law § 63(12) authorizes the NYAG to bring an action or proceeding for injunctive or other relief when any individual or business engages in repeated or persistent illegal conduct.

64. GBL § 626.8 prohibits the deceptive practice of misrepresenting the consumer's rights to cancel the contract.

65. Respondent misrepresented consumers' cancellation rights in their Terms & Conditions.

66. By virtue of the conduct alleged above, Respondent has engaged in deceptive acts and practices in violation of GBL § 626.8.

67. Respondent therefore has engaged in repeated and persistent illegal conduct in violation of Executive Law § 63(12).

DEMAND FOR RELIEF

WHEREFORE, the NYAG respectfully requests an order and judgment pursuant to Executive Law § 63(12), GBL § 349, and GBL § 629.1:

- a. Declaring that Respondent has violated Executive Law § 63(12), GBL § 349, and GBL §§ 622-a.1, 622-a.11, 623.3, 624, and 626.8;
- b. Declaring Respondent's contracts with consumers to be void and unenforceable as contrary to public policy pursuant to GBL § 627.1;
- c. Permanently enjoining Respondent from engaging in the deceptive acts and practices alleged herein and from violating of Executive Law § 63(12), GBL § 349, and GBL Article 30.
- d. Ordering Respondent to perform an accounting of revenues obtained from and refunds, if any, made to New York consumers;
- e. Ordering Respondent to pay restitution and damages to New York consumers who had memberships with it;
- f. Ordering Respondent to disgorge all profits resulting from the fraudulent, deceptive and illegal practices alleged herein;
- g. Imposing civil penalties of \$5,000 for each violation of GBL § 349;
- h. Imposing civil penalties of \$2,500 for each violation of GBL § 629;
- i. Ordering Aneva Gym to pay to the State of New York costs of \$2,000 pursuant to

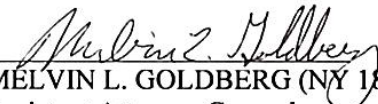
CPLR § 8303(a)(6);

- j. Granting such additional relief as the Court may determine to be just and proper.

Dated: New York, New York
June 13, 2025

Respectfully submitted,

LETITIA JAMES
Attorney General of the State of New York


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

-----X

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

Petitioner,

VERIFIED PETITION

-against-

Index No. _____

IAS Part _____

Atlas Risen Corp. d/b/a Aneva Gym

Hon. _____

Respondent.

-----X

Petitioner, the People of the State of New York, by their attorney, LETITIA JAMES, Attorney General of the State of New York ("NYAG"), brings this proceeding against Respondent Atlas Risen Corp. d/b/a Aneva Gym and alleges as follows:

NATURE OF THE ACTION

1. The NYAG brings this proceeding on behalf of the People of the State of New York pursuant to Executive Law § 63(12) and General Business Law ("GBL") § 349 for injunctive relief, restitution, disgorgement, civil penalties and other remedies for Respondent's failure to comply with the Health Club Services Act, GBL Ch. 30.

PARTIES AND JURISDICTION

2. Petitioner is the People of the State of New York, by their attorney Letitia James, Attorney General of the State of New York.

3. Petitioner brings this proceeding pursuant to: (a) GBL § 630 which authorizes the Attorney General to seek injunctive relief and for such other relief as may be appropriate to enforce the health club services law, (b) Executive Law § 63(12), which authorizes the Attorney

General to bring a special proceeding for injunctive relief, restitution, damages, disgorgement and costs against any person or business that has engaged in repeated or persistent fraud or illegality in the conduct of its business and (c) General Business Law (“GBL”) Article 22-A, which prohibits deceptive acts or practices and false advertising in the conduct of any business and authorizes the Attorney General to seek injunctive relief, restitution, penalties and costs.

4. Respondent Atlas Risen Corp, is a New York business corporation, located at 24-09 41st Avenue, Long Island City, NY, doing business using the assumed name Aneva Gym (“Aneva Gym” or “Respondent”).

5. The NYAG provided Aneva Gym with the pre-litigation notice required by GBL § 349(c) and 350-c.

FACTS

6. Aneva Gym is in the business of operating a health club facility and providing health club services, as that term is defined by GBL § 621. Per its advertising, it started accepting members in summer 2022. See Affirmation of Assistant Attorney General Melvin Goldberg (“Goldberg Aff.”) Ex. A, Instagram Post. .

7. GBL Article 30, the Health Club Services Law, is intended to safeguard the public from unfair and deceptive practices in the provision of health club services. See GBL § 620.

8. As detailed below, Aneva Gym violates numerous provisions of the Health Club Services Act.

9. Pursuant to GBL § 627, any contract for health club services that does not comply with the applicable provisions of GBL Article 30 shall be void and unenforceable.

Lack of Bond or Other Financial Security

10. Pursuant to GBL § 622-a.1, before entering into any contract for services for use by a buyer of a health club, Aneva Gym was required to file and maintain with the New York State Department of State (“DOS”) a bond, letter of credit, or certificate of deposit unless it is exempted to do so pursuant to GBL § 622-a.10. Health club facilities with monthly dues, including any initiation fee or other charge, that do not exceed \$150 are exempt. GBL-a.10(b).

11. Because Aneva Gym does not sell its memberships for greater than twelve months and has fewer than three locations, it is required to file and maintain with DOS a bond, letter or credit, or certificate of deposit in the amount of fifty thousand dollars.

12. Aneva Gym is not exempted from filing with DOS a bond, letter of credit, or certificate of deposit, because it charges more than \$150 per month for a month-to-month membership. See Goldberg Aff., Ex. B, Affidavit of Crystal John, (NYAG investigator quoted \$199.00 per month for a month-to-month membership), and a screenshot of Aneva Gym’s website, Goldberg Aff. Ex. C, (advertising \$199.00 month-to-month memberships).

13. Neither Atlas Risen Corp. nor Aneva Gym have filed a bond, letter of credit or certificate of deposit as it is required to do by GBL § 622-a.1. See Goldberg Aff., Ex. D, the Negative Declarations from DOS, Ex. D.

14. On January 23, 2025, NYAG personally served notice on Aneva Gym that it appeared to not be in compliance with GBL § 622-a.1 and requested that Aneva Gym contact NYAG within 10 business days. See Goldberg Aff., Ex. E. Aneva Gym did not respond.

15. Pursuant to GBL § 622-a.9, failure to comply with the requirements of GBL § 622-a (filing of the bond or equivalent) renders the contracts for services unenforceable.

Lack of Required Notices

16. Pursuant to GBL § 622-a.11, Aneva Gym is required to post two notices in its health club informing consumers of its obligation to file a bond, letter of credit, or certificate of deposit with DOS, or that it is exempt from doing so. The notices are required to contain specific language and be posted in at least two conspicuous locations in the health club.

17. Aneva Gym has not posted the required two notices. See Goldberg Aff., Ex. B, Affidavit of Crystal John at ¶ 3 (April 30, 2025 visual inspection of two floors showed no notices).

Violation of Cancellation Provisions and Failure to Provide a Written Contract

18. Aneva Gym violates multiple sections of the Health Club Services Law concerning cancellation.

19. Among other requirements, the Health Club Services Law provides consumers with rights concerning the timing and method of cancellation. Consumers are entitled to:

- cancel their initial contract within three business days of receipt of the contract (GBL § 624.2), and
- cancel within three business days of when a monthly membership renews or within fifteen business days of when an annual membership renews (GBL § 624.4.(b)).
- cancel their membership through methods including, but not limited to, website, electronic mail, mail, telephone or in person. (GBL § 624-4.(c)).

20. Aneva Gym does not provide consumers with membership contracts, as required by the Health Club Services Law. See e.g. GBL §§ 621.1 (defining contract for services), 622-a.13 (requiring contracts to contain specified notice about payment options), 623 (contract

restrictions), and 624.2 (cancellation rights required in contracts); See Goldberg Aff., Ex. B. at ¶ 4 (club representative told undercover investigator that Aneva Gym did not provide contracts).

21. Instead, Aneva Gym's cancellation policies are available by clicking the Terms & Conditions tab on its website. See Goldberg Aff., Ex. C.

22. According to Terms & Condition Number 7, Aneva Gym requires cancellations by consumers to be in a writing provided in person at Aneva Gym and to be made 30 days before the cancellation date in order to avoid being charged for the following month. See Goldberg Aff., Ex. C. These requirements are contrary to GBL §§ 624.2. and 624.4.(b) and (c).

23. Aneva's Terms & Condition Number 7 deceptively presents to consumers their cancellation rights under New York law, which is an express violation of GBL § 626.8.

24. Pursuant to GBL §§ 624.2. and 624.3.(b), health clubs are required to include in their contracts with consumers notices captioned in twelve point bold type concerning consumers' right to cancellation.

25. Because Aneva Gym does not provide consumers with a written contract, it does not provide consumers with the required notices about their cancellation rights in a contract.

Illegal Waiver of Claims Provision

26. Pursuant to GBL § 623.3, no health club services contract may contain any provision whereby the consumer agrees not to assert any claims or defenses against the health club.

27. According to Aneva Gym's website's Terms & Conditions Number 4, a consumer's membership serves as a liability release, pursuant to which the member agrees to indemnify and hold Aneva Gym harmless against any and all claims of loss or damage without limitation. See Goldberg Aff., Ex. C.

28. This Term & Condition violates GBL § 623.3.

FIRST CAUSE OF ACTION
Executive Law § 63(12) Fraud

29. The NYAG re-alleges and incorporates Paragraphs 1 - 28.

30. Executive Law § 63(12) authorizes the NYAG to bring an action or proceeding for injunctive or other relief when any individual or business engages in repeated or persistent fraudulent conduct.

31. By virtue of the conduct alleged above, Respondent has engaged in repeated and persistent fraudulent conduct.

32. Respondents therefore engaged in repeated and persistent fraud in violation of Executive Law § 63(12).

SECOND CAUSE OF ACTION
Executive Law § 63(12) Illegality – Violation of GBL § 349

33. The NYAG re-alleges and incorporates Paragraphs 1 - 28.

34. Executive Law § 63(12) authorizes the NYAG to bring an action or proceeding for injunctive or other relief when any individual or business engages in repeated or persistent illegal conduct.

35. GBL § 349 prohibits deceptive practices in the conduct of any business, trade or commerce in the state of New York.

36. By virtue of the conduct alleged above, Respondent has engaged in deceptive acts and practices in violation of GBL § 349.

37. Respondent therefore has engaged in repeated and persistent illegal conduct in violation of Executive Law § 63(12).

THIRD CAUSE OF ACTION

Executive Law § 63(12) Illegality – Violation of GBL § 622-a.1

38. The NYAG re-alleges and incorporates Paragraphs 1 - 28.

39. Executive Law § 63(12) authorizes the NYAG to bring an action or proceeding for injunctive or other relief when any individual or business engages in repeated or persistent illegal conduct.

40. GBL § 622-a.1 requires health club services to file with the New York State Department of State a bond, letter of credit, or certificate of deposit, unless it is exempted from doing so pursuant to GBL § 622-a.10.

41. Respondent failed to post a bond or other financial security in violation of GBL § 622-a.1, and did not qualify for an exemption pursuant to GBL § 622-a.10.

42. By virtue of the conduct alleged above, Respondent has engaged in illegal practices in violation of GBL § 622-a.1.

43. Respondent therefore has engaged in repeated and persistent illegal conduct in violation of Executive Law § 63(12).

FOURTH CAUSE OF ACTION

Executive Law § 63(12) Illegality – Violation of GBL § 622-a.11

44. The NYAG re-alleges and incorporates Paragraphs 1 - 28.

45. Executive Law § 63(12) authorizes the NYAG to bring an action or proceeding for injunctive or other relief when any individual or business engages in repeated or persistent illegal conduct.

46. GBL § 622-a.11 requires health club services to post two notices in at least two conspicuous locations each of their locations regarding their filing with the New York State

Department of State a bond, letter of credit, or certificate of deposit, or their exemption from doing so pursuant to GBL § 622-a.10.

47. Respondent did not post the required notices.

48. By virtue of the conduct alleged above, Respondent has engaged in illegal practices in violation of GBL § 622-a.11.

49. Respondent therefore has engaged in repeated and persistent illegal conduct in violation of Executive Law § 63(12).

FIFTH CAUSE OF ACTION

Executive Law § 63(12) Illegality – Violation of GBL § 623.3

50. The NYAG re-alleges and incorporates Paragraphs 1 - 28.

51. Executive Law § 63(12) authorizes the NYAG to bring an action or proceeding for injunctive or other relief when any individual or business engages in repeated or persistent illegal conduct.

52. GBL § 623.3 prohibits health clubs from having any provision in their contracts whereby the consumer agrees not to assert any claims or defenses against the health club.

53. Aneva Gym's Terms & Conditions Number 4, states that a consumer's membership serves as a liability release, pursuant to which the member agrees to indemnify and hold Aneva Gym harmless against any and all claims of loss or damage without limitation.

54. By virtue of the conduct alleged above, Respondent has engaged in illegal practices in violation of GBL § 623.3.

55. Respondent therefore has engaged in repeated and persistent illegal conduct in violation of Executive Law § 63(12).

SIXTH CAUSE OF ACTION

Executive Law § 63(12) Illegality – Violation of GBL § 624

56. The NYAG re-alleges and incorporates Paragraphs 1 - 28.

57. Executive Law § 63(12) authorizes the NYAG to bring an action or proceeding for injunctive or other relief when any individual or business engages in repeated or persistent illegal conduct.

58. GBL § 624 requires health club services to include in their contracts notices to consumers in 12 point bold type concerning consumers' rights to cancel their contracts.

59. Respondent does not provide contracts to consumers.

60. By virtue of the conduct alleged above, Respondent has engaged in illegal practices in violation of GBL § 624.

61. Respondent therefore has engaged in repeated and persistent illegal conduct in violation of Executive Law § 63(12).

SEVENTH CAUSE OF ACTION

Executive Law § 63(12) Illegality – Violation of GBL § 626.8

62. The NYAG re-alleges and incorporates Paragraphs 1 - 28.

63. Executive Law § 63(12) authorizes the NYAG to bring an action or proceeding for injunctive or other relief when any individual or business engages in repeated or persistent illegal conduct.

64. GBL § 626.8 prohibits the deceptive practice of misrepresenting the consumer's rights to cancel the contract.

65. Respondent misrepresented consumers' cancellation rights in their Terms & Conditions.

66. By virtue of the conduct alleged above, Respondent has engaged in deceptive acts and practices in violation of GBL § 626.8.

67. Respondent therefore has engaged in repeated and persistent illegal conduct in violation of Executive Law § 63(12).

DEMAND FOR RELIEF

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- d. Ordering Respondent to perform an accounting of revenues obtained from and refunds, if any, made to New York consumers;
- e. Ordering Respondent to pay restitution and damages to New York consumers who had memberships with it;
- f. Ordering Respondent to disgorge all profits resulting from the fraudulent, deceptive and illegal practices alleged herein;
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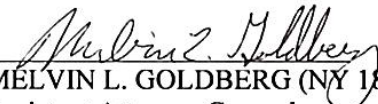
CPLR § 8303(a)(6);

- j. Granting such additional relief as the Court may determine to be just and proper.

Dated: New York, New York
June 13, 2025

Respectfully submitted,

LETITIA JAMES
Attorney General of the State of New York


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