

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

ARAMARA BEAUTY, LLC, dba  
GLOW RECIPE, a New York Limited  
Liability Company,

Plaintiff,

v.

MCO BEAUTY PTY LIMITED, an  
Australian Proprietary Company,  
Limited by Shares; MCOBEAUTY,  
INC., a Delaware Corporation; and  
DOES 1-10, inclusive,

Defendants.

CASE NO.:

**COMPLAINT FOR DAMAGES  
AND EQUITABLE RELIEF:**

- 1. TRADE DRESS  
INFRINGEMENT UNDER  
THE LANHAM ACT**
- 2. FALSE ADVERTISING  
UNDER THE LANHAM ACT**
- 3. TRADE DRESS  
INFRINGEMENT UNDER  
NEW YORK COMMON LAW**
- 4. UNFAIR COMPETITION  
UNDER NEW YORK  
COMMON LAW**

**JURY TRIAL DEMANDED**

Plaintiff Aramara Beauty LLC dba Glow Recipe (“Glow Recipe” or “Plaintiff”) for its Complaint against Defendants MCO Beauty PTY Limited (“MCO Aus”), MCOBeauty, Inc. (“MCO US”), and DOES 1-10 (collectively “Defendants”) alleges as follows:

**JURISDICTION AND VENUE**

1. This action arises out of Defendants’ complicit and unlawful acts constituting trade dress infringement in violation of the Lanham Trademark Act of 1946, 15 U.S.C. § 1051, *et seq.* (the “Lanham Act”), and similar violations of trade dress infringement and unfair competition under common law of the state of New York.

2. This Court has subject matter jurisdiction over the federal claims asserted in this action under 28 U.S.C. §§ 1331 and 1338(a) and supplemental

jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367(a) because they are so related to the federal claims that they form part of the same case or controversy.

3. This Court has personal jurisdiction over Defendants because Defendants committed an intentional act by offering for sale and/or selling products which infringe upon Plaintiff's intellectual property as more fully described below, such actions were expressly aimed at the United States, including the state of New York, and its consumers, partly because Defendants operate an interactive website where the infringing products can be purchased from and shipped to the United States and this State, and advertise and market such products to consumers in the United States and this State, and thus Defendants caused monetary and reputational harm to Plaintiff that Defendants know is likely to be suffered in the United States and this State because Defendants know that Plaintiff resides in the United States and this State, and has its principal place of business here.

4. Venue is proper under 28 U.S.C. §§ 1391(b)-(c) because a substantial part of the events or omissions giving rise to the claims alleged occurred in this judicial district and Plaintiff is located and has been injured in this judicial district.

### **THE PARTIES**

5. Glow Recipe is a limited liability company organized and existing under the laws of New York and having a principal place of business at 43 West 24th Street, Suite 702, New York, New York 10010. Plaintiff conducts business throughout the United States.

6. Upon information and belief, MCO AUS is an Australian Proprietary Company, Limited by Shares doing business within the United States, the State of New York, and within this judicial district.

7. Upon information and belief, MCO US is a Delaware corporation with its principal place of business located at 50 Rockefeller Plaza, Suite 1240A, New

York, NY 10020.

8. Glow Recipe is informed and believes that, together with MCO AUS and MCO US, other individuals and entities currently named as DOES 1-10 may also be responsible in one manner or another for the wrongs alleged herein, in that at all relevant times, each one (including MCO AUS and MCO US) was the agent and servant of the others and acting within the course and scope of said agency and employment. These other individuals and entities are sued under fictitious names DOES 1-10 because their true names and capacities are currently unknown to Glow Recipe. Glow Recipe will seek leave to amend this Complaint when the true names and capacities of DOES 1-10 are ascertained.

### **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

#### **A. Glow’s Brand and Products**

9. Glow Recipe is a renowned cosmetic and skincare brand trusted for its clinically effective, fruit-forward, and clean products. The company was founded as a small start-up business in 2014 by co-founders Mee (Christine) Chang (“Christine Chang”) and Sarah Sha (“Sarah Lee”), with a vision towards sharing beauty innovations and trends from Korea to customers around the world.

10. Christine and Sarah joined forces in utilizing their bicultural and bilingual beauty backgrounds to pursue this dream of expanding access to Korean skincare products. With this vision in mind, Glow Recipe has curated unique product offerings inspired by skincare traditions and rituals in Korean. Examples of Glow Recipe’s products are depicted below in **Table 1**:

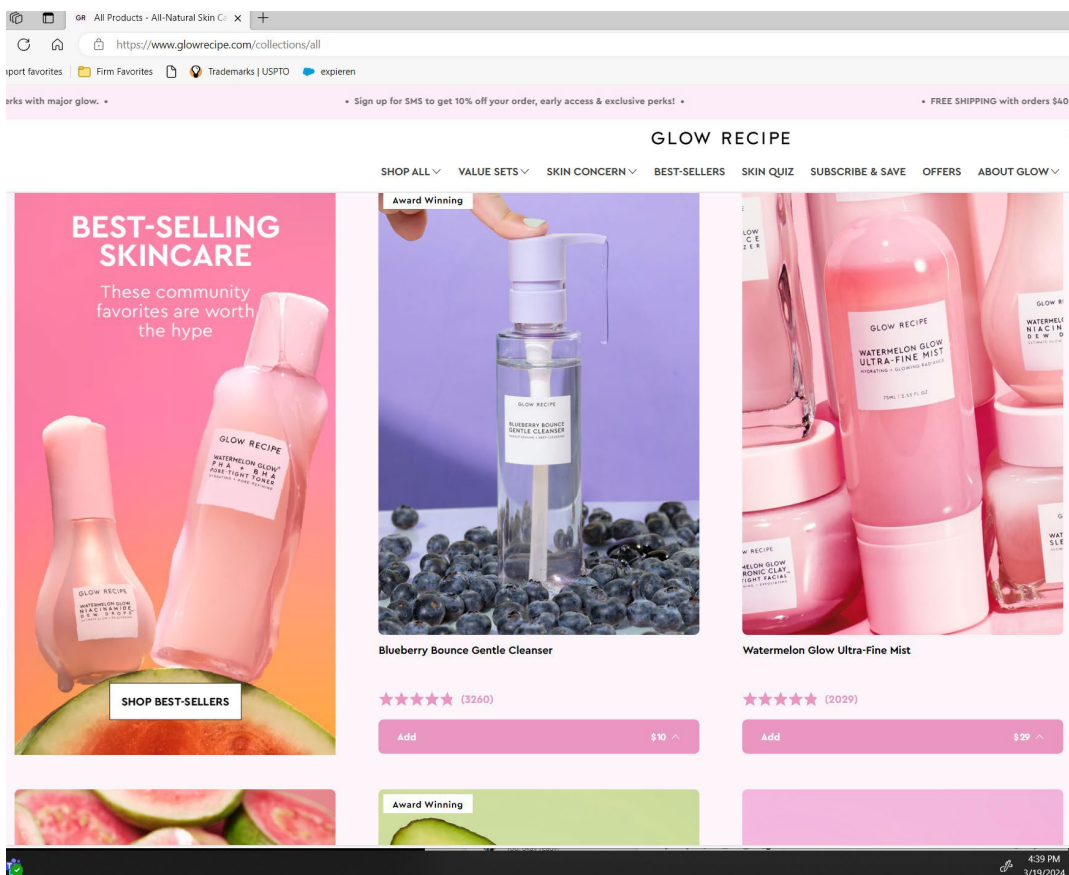
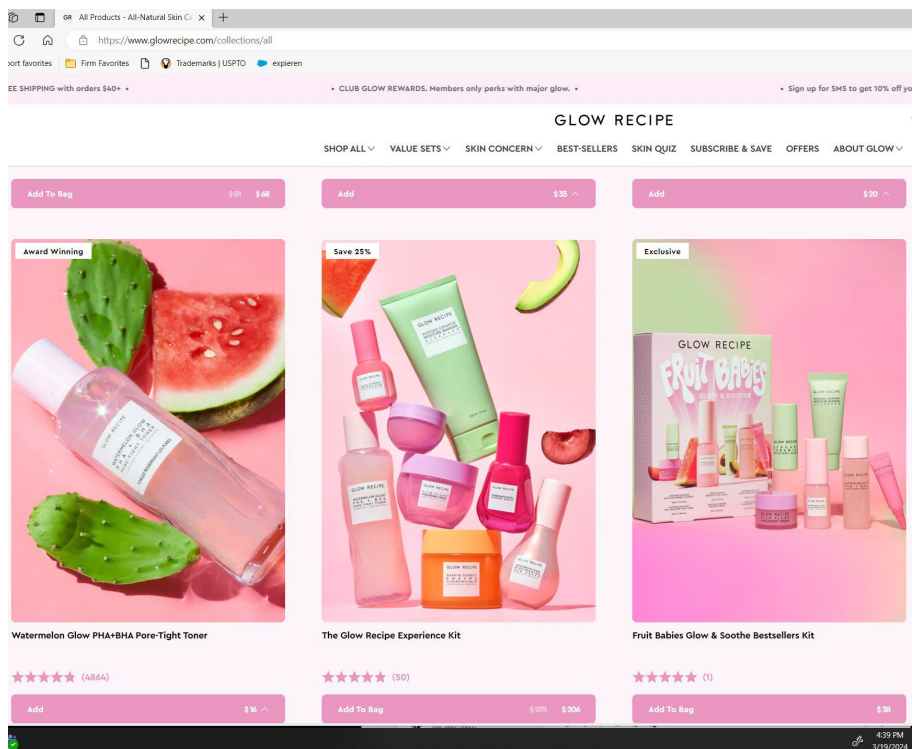
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**TABLE 1**

11. What the founders never envisioned is that their two-woman operation would quickly emerge as a multi-million-dollar business that is now a leading prestige skincare brand in the United States; as evidenced by its numerous industry awards and accolades, including without limitation Women's Wear Daily ("WWD") 2023 Category Builder of the Year Award, Adweek's Creator Visionary Award and Allure's Best of Beauty Award.

12. Today, Glow Recipe's products are widely available and sold to consumers in every state, including New York, authorized retailers on the internet and brick-and-mortar stores, such as Sephora, Mecca and Cult Beauty, as well as on Plaintiff's website at [www.glowrecipe.com](http://www.glowrecipe.com).

13. Glow Recipe has continuously sold and marketed Glow Recipe products in the United States under a variety of registered trademarks, including the Glow Recipe® wordmark for many years. As a result of its long-standing use, Glow Recipe owns common law trademark rights in its trademarks including the Glow Recipe® mark.

14. One of Glow Recipe's most popular items is the Watermelon Glow Niacinamide Dew Drops. Introduced in December 2020, the Glow Recipe Watermelon Glow Niacinamide Dew Drops has had significant sales in the United States, garnered unsolicited media attention, and was awarded the Allure 2024 Readers Choice Award:



**B. Defendants’ Infringement of the Watermelon Glow Dew Drops Trade Dress**

15. This lawsuit arises from Defendants’ design, manufacture, importation, distribution, advertisement, marketing, offering for sale, and/or sale in the U.S. of skincare products that infringe upon Glow Recipe’s “Watermelon Glow Dew Drops” Trade Dress (the “Accused Product”).

16. Upon information and belief, Defendants imported into the U.S., advertised, marketed, supplied, distributed, offered for sale, and/or sold the Accused Product identified by name as the Hydrate & Glow Ultra-Dew Serum through the MCO Websites ([www.us.mcobeauty.com](http://www.us.mcobeauty.com); [www.mcobeauty.com](http://www.mcobeauty.com)), third party brick-and-mortar retail stores throughout the U.S., including in the State of New York, such as Target, Fred Meyer, Kroger, and Smiths, and through other retailers currently unknown, including DOES 1-10.

17. In addition to the above, defendant MCO AUS has also used the Accused Product in advertising, promoting, marketing, and the offering for sale through its Instagram (@mcobeauty), which is accessible to consumers throughout the United States, including within the State of New York. Defendant MCO AUS also targets consumers in the United States, including within the State of New York, with respect to the Accused Products.

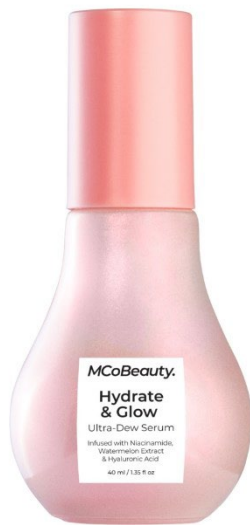
18. With respect to Target, defendant MCO US is using the Accused Product to advertise, promote, and otherwise offer for sale other products that also resemble Plaintiff’s Glow Recipe product line. Upon information and belief, defendant MCO US is doing so in order to create a connection in consumers’ minds between Plaintiff’s legitimate product to confuse consumers and ride on the coattails of Plaintiff’s reputation and goodwill built in its brand and products.

19. Upon information and belief, Defendants gain substantial profits from Accused Products that are sold into the U.S., including substantial profits from the

State of New York.

20. Upon information and belief, Defendants contracted with one or more U.S. entities for the distribution and/or sale of the Accused Products at retail stores, including but not limited to, Target, Fred Meyer, Kroger, and Smiths, and gains substantial benefits from such commercial contracts.

21. An exemplar of the of the Accused Product is shown below, side by side with the infringed Glow Recipe Watermelon Niacinamide Glow Dew Drops – the embodiment of the Watermelon Glow Dew Drops Trade Dress.



***Defendants' Accused Product***



***Glow Recipe Product***

22. Glow Recipe has not granted Defendants a license to practice nor given Defendants any form of permission to use Glow Recipe's trademarks, trade dresses, or any other intellectual property, including the Watermelon Glow Dew Drops Trade Dress.

23. Defendants' infringement and copying does not only extend to the Accused Product, but Defendants have copied Glow Recipe's advertising and marketing as well. For example, in an Instagram post, Defendants used "Dew or Hue Serum", testing out the Accused Product alongside another copycat product, Hydrate & Glow Ultra-Hue Serum. This Instagram post is accessible to United

States consumers and upon information and belief, is targeted to U.S. consumers. Plaintiff similarly used “Dew Drops vs Hue Drops” in a TikTok video, comparing its legitimate products to one another – Watermelon Glow Niacinamide Dew Drops versus Watermelon Glow Niacinamide Hue Drops.

24. Upon information and belief, Defendants’ advertising and marketing efforts closely mimic that of Glow Recipe’s to dupe consumers into thinking they have collaborated with Glow Recipe or been authorized by Glow Recipe to release such statements.

25. Defendants do not appear to be ashamed of their infringement or fraudulent business practices, completely complicit in the alleged conduct herein. For example, on Defendants’ “US” Instagram (@mcobeauty\_us), Defendants state: “It’s not a dupe. It’s a dupé!” Dupes are colloquially known as getting a cheap imitation of a product but tricking or “duping” other consumers and the public into thinking they are getting the real thing. This is a classic example of post-sale confusion.

26. Upon information and belief, Defendants may have sold additional products that infringe upon Glow Recipe’s trade dresses. Glow Recipe will seek leave to amend as additional information becomes available through discovery.

27. Upon information and belief, Defendants have acted in bad faith and Defendants’ unlawful acts have misled and confused, and were intended to cause confusion, or to cause mistake, or to deceive consumers as to the affiliation, connection, or association of the Accused Product with Glow Recipe, and/or the origin, sponsorship, or approval of the Accused Product by Glow Recipe.

### **FIRST CLAIM FOR RELIEF**

#### **(Trade Dress Infringement of the Watermelon Glow Dew Drops Trade Dress - 15 U.S.C. § 1125(a))**

28. Glow Recipe incorporates by reference each and every one of the

preceding paragraphs as though fully set forth herein.

29. In December 2020, Glow Recipe introduced the Glow Recipe Watermelon Glow Niacinamide Dew Drops marketed and featuring the design elements protected under the “Watermelon Glow Dew Drops Trade Dress”. The Watermelon Glow Dew Drops Trade Dress is unique and inherently distinctive, and comprised of the following non-functional elements:

- a. a bottle design having a spherical lower portion with a flat bottom and elongated narrow bottle neck;
- b. a cap covering a majority of the narrow bottle neck;
- c. a white rectangular label containing product information on the lower portion of the bottle;
- d. The bottle and cap are variations of the color pink.

30. The Watermelon Glow Dew Drops Trade Dress, which is a composite of the above-referenced features, is non-functional in its entirety, visually distinctive, and unique in the cosmetic industry; examples of its distinctive appearance as a whole are shown in the photographs below:



31. The design of the Watermelon Glow Dew Drops Trade Dress is neither essential to its use or purpose, nor does it affect the cost or quality of the product. There are numerous other designs available that are equally feasible and efficient, none of which necessitate copying or imitating the Watermelon Glow Dew Drops Trade Dress. The combination of features comprising the Watermelon Glow Dew Drops Trade Dress provides no cost advantages to the manufacturer or utilitarian advantages to the consumer. These features, in combination, serve only to render the Watermelon Glow Niacinamide Dew Drops, the embodiment of the Watermelon Glow Dew Drops Trade Dress, as a distinct product originating solely from Glow Recipe.

32. The Watermelon Glow Niacinamide Dew Drops, the embodiment of the Watermelon Glow Dew Drops Trade Dress, is one of the most well-recognized and commercially successful styles of Glow Recipe, having been featured in many of Glow Recipe's advertising and promotional materials as well as in various trade publications. The Watermelon Glow Niacinamide Dew Drops has received a large volume of unsolicited media attention and graced the pages of many popular magazines nationwide and internationally.

33. Glow Recipe has spent substantial time, effort, and money in designing, developing, advertising, promoting, and marketing its products, and spends millions of dollars annually on advertising, including cosmetics embodying the Watermelon Glow Dew Drops Trade Dress.

34. Due to its long use, extensive sales, and significant advertising and promotional activities, Glow Recipe's Watermelon Glow Dew Drops Trade Dress has achieved widespread acceptance and recognition among the consuming public and trade throughout the United States. Indeed, Glow Recipe has sold millions of dollars' worth of the Watermelon Glow Niacinamide Dew Drops, the embodiment of the Watermelon Glow Dew Drops Trade Dress. Accordingly, the Watermelon

Glow Dew Drops Trade Dress has achieved a high degree of consumer recognition and secondary meaning, which serves to identify Glow Recipe as the exclusive source of cosmetics featuring said trade dress.

35. Upon information and belief, Defendants are competitors of Glow Recipe and introduced the Accused Product into the stream of commerce in an effort to exploit Glow Recipe's goodwill and the reputation of the Watermelon Glow Niacinamide Dew Drops.

36. The Accused Product manufactured, imported, distributed, advertised, offered for sale, and/or sold by Defendants bear confusingly similar reproductions of the Watermelon Glow Dew Drops Trade Dress, such as to cause a likelihood of confusion as to the source, sponsorship or approval by Glow Recipe of the Accused Product.

37. Defendants' use of the Watermelon Glow Dew Drops Trade Dress is without Glow Recipe's permission or authorization, and in total disregard of Glow Recipe's rights to control its intellectual property. There are numerous other bottle designs in the cosmetics industry, none of which necessitate copying or imitating the Watermelon Glow Dew Drops Trade Dress.

38. Defendants' use of the Watermelon Glow Dew Drops Trade Dress is likely to lead to and result in confusion, mistake, or deception, and is likely to cause the public to believe that Accused Product is produced, sponsored, authorized, or licensed by or are otherwise connected or affiliated with Glow Recipe.

39. As a direct and proximate result of the foregoing acts, Glow Recipe has suffered and will continue to suffer significant injuries in an amount to be determined at trial. Glow Recipe is entitled to recover all damages, including attorneys' fees, that it has sustained and will sustain, and all gains, profits and advantages obtained by Defendants because of their infringing acts.

40. Furthermore, unless Defendants' unlawful acts are enjoined by this

Court, there is no adequate remedy at law that can fully compensate Glow Recipe for the harm caused by Defendants' infringement, which is ongoing. Accordingly, Glow Recipe is entitled to injunctive relief prohibiting Defendants from continuing to infringe the Watermelon Glow Dew Drops Trade Dress, or any designs confusingly similar thereto.

### **SECOND CLAIM FOR RELIEF**

#### **(False Designation of Origin and False Descriptions – 15 U.S.C. § 1125(a))**

41. Glow Recipe incorporates by reference each and every one of the preceding paragraphs as though fully set forth herein.

42. Defendants' unauthorized use of a trade dress identical or confusingly similar to the Watermelon Glow Dew Drops Trade Dress on its merchandise, in interstate commerce and advertising relating to the same, constitutes false designation of origin and a false representation that the goods are manufactured, offered, sponsored, authorized, licensed by or otherwise connected with Glow Recipe or come from the same source as Glow Recipe's goods when they in fact do not.

43. Defendants' advertising and marketing claims related to their promotion of the Accused Product, in interstate commerce, also constitutes false designation of origin and a false representation that the goods are manufactured, offered, sponsored, authorized, licensed by or otherwise connected with Glow Recipe or come from the same source as Glow Recipe's goods when they in fact do not.

44. Defendants' use of the Watermelon Glow Dew Drops Trade Dress is without Glow Recipe's permission or authority and in total disregard of Glow Recipe's rights to control its trademarks.

45. Defendants' activities are likely to lead to and result in confusion, mistake, or deception, and are likely to cause the public to believe that Glow Recipe

has produced, sponsored, authorized, licensed or is otherwise connected or affiliated with Defendants' commercial and business activities, all to the detriment of Glow Recipe.

46. Glow Recipe has no adequate remedy at law.

47. In light of the foregoing, Glow Recipe is entitled to injunctive relief prohibiting Defendants from using the Watermelon Glow Dew Drops Trade Dress, and/or any trade dress identical or confusingly similar thereto, and to recover from Defendants all damages, including attorneys' fees, that Glow Recipe has sustained and will sustain as a result of such infringing acts, and all gains, profits, and advantages obtained by Defendants as a result thereof, in an amount not yet known, attorneys' fees and treble damages, as well as the costs of this action pursuant to 15 U.S.C. § 1117(a)-(b), and/or statutory damages pursuant to 15 U.S.C. § 1117(c).

### **THIRD CLAIM FOR RELIEF**

#### **(New York Common Law Trademark Infringement)**

48. Glow Recipe incorporates by reference each and every one of the preceding paragraphs as though fully set forth herein.

49. Defendants' infringement of the Watermelon Glow Dew Drops Trade Dress also constitutes trade dress infringement under common law of the state of New York.

50. The Accused Product manufactured, imported, distributed, advertised, offered for sale, and/or sold by Defendants bear confusingly similar reproductions of the Watermelon Glow Dew Drops Trade Dress, such as to cause a likelihood of confusion as to the source, sponsorship or approval by Glow Recipe of the Accused Product. Defendants' unauthorized use of the Watermelon Glow Dew Drops Trade Dress has caused and is likely to cause confusion as to the source of the Accused Product among consumers.

51. As a direct and proximate result of the foregoing acts, Glow Recipe

has suffered and will continue to suffer significant injuries in an amount to be determined at trial. Glow Recipe is entitled to recover all damages, including attorneys' fees, that it has sustained on account of Defendants' infringement, and all gains, profits and advantages obtained by Defendants because of their unlawful acts.

52. Defendants' unlawful acts were willful, deliberate, and intended to cause confusion among the public, taken in reckless disregard of Glow Recipe's rights. As such, an award of exemplary and punitive damages is necessary in an amount sufficient to deter similar misconduct in the future.

53. Furthermore, unless Defendants' unlawful acts are enjoined by this Court, there is no adequate remedy at law that can fully compensate Glow Recipe for the damages caused by Defendants' infringement, which is ongoing. Accordingly, Glow Recipe is entitled to injunctive relief prohibiting Defendants from continuing to infringe the Watermelon Glow Dew Drops Trade Dress, or any designs confusingly similar thereto.

#### **FOURTH CLAIM FOR RELIEF**

##### **(Unfair Competition –New York Common Law)**

54. Glow Recipe incorporates by reference each and every one of the preceding paragraphs as though fully set forth herein.

55. Defendants' misappropriation and unauthorized use of the Watermelon Glow Dew Drops Trade Dress to promote the Accused Product also constitutes unfair competition in violation of common law of the state of New York.

56. Glow Recipe has expended substantial time, resources and effort in creating and developing the Watermelon Glow Niacinamide Dew Drops, the embodiment of the Watermelon Glow Dew Drops Trade Dress, which consumers recognize as originating from Glow Recipe.

57. Upon information and belief, Defendants introduced the Accused

Product into the stream of commerce in order to exploit Plaintiff's goodwill and the reputation established in the Watermelon Glow Niacinamide Dew Drops for Defendants' own pecuniary gain. Defendants' unauthorized use of the Watermelon Glow Dew Drops Trade Dress resulted in Defendants unfairly benefitting from Plaintiff's goodwill and the reputation established in the Watermelon Glow Niacinamide Dew Drops.

58. Upon information and belief, Defendants' unlawful acts are willful, deliberate, and intended to cause confusion among the public and taken in reckless disregard of Glow Recipe's rights. As such, an award of exemplary and punitive damages is necessary in an amount sufficient to deter similar misconduct in the future.

59. As a direct and proximate result of the foregoing acts, Glow Recipe has suffered and will continue to suffer significant injuries in an amount to be determined at trial. Glow Recipe is entitled to recover all damages, including attorneys' fees, that Glow Recipe has sustained on account of Defendants' unfair competition, and all gains, profits and advantages obtained by Defendant as a result of its unlawful acts. Furthermore, because Glow Recipe has no adequate remedy at law for Defendants' ongoing unlawful conduct, Glow Recipe is entitled to injunctive relief prohibiting Defendants from unfair competition.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Aramara Beauty LLC, dba Glow Recipe, respectfully prays for judgment against Defendants MCO Beauty PTY Ltd, MCOBeauty, Inc., and DOES 1-10 as follows:

1. A judgment that Defendants infringed Glow Recipe's Watermelon Glow Dew Drops Trade Dress;
2. An order permanently enjoining and restraining Defendants, their agents, servants, employees, officers, associates, and all persons acting in concert

with any of them from infringing Glow Recipe's intellectual property at issue, including but not limited to infringing acts such as:

- a. manufacturing, importing, advertising, marketing, promoting, supplying, distributing, offering for sale, or selling the Accused Product or any other products that bear an identical or confusingly similar design as Glow Recipe's Watermelon Glow Dew Drops Trade Dress;
  - b. engaging in any other activity constituting unfair competition with Glow Recipe, or acts and practices that deceive consumers, the public, and/or trade, including without limitation, the use of designations and design elements used or owned by or associated with Glow Recipe;
  - c. committing any other act which falsely represents or which has the effect of falsely representing goods and services of Defendants are licensed, authorized, offered, produced, sponsored, or in any other way associated with Glow Recipe;
3. An order requiring Defendants to recall from any distributors and retailers and to deliver to Glow Recipe for destruction any Accused Product, including the means of making such products;
  4. An order requiring Defendants to file with this Court and serve on Glow Recipe within thirty (30) days after entry of the injunction, a report in writing and under oath setting forth the manner in which Defendants complied with the injunction;
  5. An order for an accounting of all gains, profits and advantages derived by Defendants on account of the unlawful acts complained of herein pursuant to 15 U.S.C. § 1117(a), and any other applicable federal statute or New York state and common law;
  6. An award of damages equal to Defendants' profits and all damages sustained by Glow Recipe as a result of Defendants' wrongful acts;

7. An award of damages equal to treble Defendants' profits or Glow Recipe's damages, whichever is greater, on account of Defendant's willful infringement;

8. An award of punitive damages and Glow Recipe's costs, attorneys' fees, and interest as allowed under all applicable federal statutes and New York state laws; and

9. All other relief that the Court may deem just and proper.

Dated: June 6, 2025 **BLAKELY LAW GROUP**

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**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff Aramara Beauty LLC d/b/a Glow Recipe hereby demands a trial by jury as to all claims in this Civil Action.

Dated: June 6, 2025 **BLAKELY LAW GROUP**

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