

CAUSE NO. DC-26-06104

**THE CAR SOURCE, LLC d/b/a HNS
Recovery**

Plaintiff,

v.

**COLLATERAL RECOVERY TEAM, LLC,
STEALTH TOWING AND RECOVERY
SERVICES, LLC, and NASEM AKEL**

Defendants.

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IN THE DISTRICT COURT

191st **JUDICIAL DISTRICT**

DALLAS COUNTY, TEXAS

**PLAINTIFF THE CAR SOURCE, LLC d/b/a HNS RECOVERY'S
ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF THIS COURT:

COMES NOW, Plaintiff THE CAR SOURCE, LLC d/b/a HNS RECOVERY (“Plaintiff” or “HNS Recovery”), in the above-styled cause, and files this Petition against Defendants COLLATERAL RECOVERY TEAM, LLC, STEALTH TOWING AND RECOVERY SERVICES, LLC and NASEM AKEL (“Defendants”) and would show as follows:

I.
INTRODUCTION

Plaintiff HNS Recovery brings this action to recover damages arising from Defendants’ unauthorized access to a proprietary vehicle-location data system and their coordinated scheme to exploit that access for their own financial gain. Through improper system access and manipulation, Defendants diverted time-sensitive recovery opportunities and used HNS Recovery’s data to compete against it, causing millions in losses. This suit seeks to hold Defendants accountable for their unlawful conduct and to recover the damages resulting therefrom.

II.
DISCOVERY CONTROL PLAN AND PARTIES

Plaintiff intends to conduct Level 2 discovery in this case pursuant to Rule 190.4 of the Texas Rules of Civil Procedure.

Plaintiff THE CAR SOURCE, LLC d/b/a HNS RECOVERY (hereinafter “HNS Recovery” or “Plaintiff”) is a Texas limited liability company and is registered to do business in the State of Texas.

HNS Recovery alleges that Defendant STEALTH TOWING AND RECOVERY SERVICES, LLC (hereinafter “STEALTH”) is a Texas limited liability company and may be served with process through its registered agent Kent Durham, at 1700 Adams Lane, Azle, Texas 76020.

HNS Recovery alleges that Defendant COLLATERAL RECOVERY TEAM, LLC (“CRT”) is a Texas limited liability company and may be served with process through its registered agent United States Corporate Agents, Inc. at 9900 Spectrum Drive, Austin, TX 78717.

HNS Recovery alleges that Defendant NASEM AKEL (“AKEL”) is a natural person and resident of Illinois with his principal residence at 11354 75th Street, Willowbrook, IL 60527.

HNS Recovery is informed, believes, and thus alleges that at all relevant times, each of the Defendants was the agent, alter ego, co-conspirator, employee, joint venture, partner, servant, and/or surety, of each of the remaining Defendants and was at all relevant times acting within the scope and purpose of that agency, conspiracy, employment, partnership, relationship, service, surety, or venture, with the express or implied consent, knowledge, or ratification of each of the other Defendants.

HNS Recovery is informed, believes, and thus alleges that at all relevant times, each of the Defendants was aware that the other Defendants planned to commit the wrongful acts alleged herein, and that each of the Defendants agreed with the other Defendants’ plans and actions, and

intended that the wrongful acts be committed, and/or encouraged, knowingly participated, provided substantial assistance and/or aided the other Defendants in committing the wrongful acts herein alleged. HNS Recovery is informed, believes, and thus alleges that at all relevant times, the Defendants knowingly and willfully conspired and agreed among themselves to commit the wrongful acts alleged herein, and together committed these wrongful actions in furtherance of this conspiracy.

III. JURISDICTION AND VENUE

This Court has personal jurisdiction over Defendants because they have purposefully availed themselves of the privilege of conducting business in Texas, and the claims arise from conduct directed at Texas, including unauthorized access to systems affecting Texas-based operations and markets. Stealth and CRT are residents of Texas and did business here. Defendant Akel purposefully directed his conduct toward the State of Texas, including Dallas County, by accessing and manipulating a computer system used to process vehicle recovery data within Texas markets, including the Dallas–Fort Worth area. Upon information and belief, Defendant Akel knowingly accessed, facilitated access to, and enabled searches of data relating to Texas-based vehicle recovery opportunities, including opportunities located in Dallas County. Defendant Akel knew Plaintiff’s business was in Texas and targeted activities in Texas with this tortious conduct. Defendant Akel’s conduct was expressly aimed at Texas and caused harm to Plaintiff in Texas, including in Dallas County, where Plaintiff operates and receives and relies upon such data.

Venue is proper in Dallas County, Texas pursuant to Section 15.002 of the Texas Civil Practice and Remedies Code. Dallas County is the county in which all or a substantial part of the events or omissions giving rise to the claim occurred and/or one or more of the defendants are residents of Dallas County. In addition, a substantial part of the events and omissions giving rise

to Plaintiff's claims occurred in Dallas County, Texas, including the receipt, processing, suppression, and diversion of vehicle-location data relied upon by Plaintiff in its Dallas County operations and Defendants receipt of Plaintiff's business data in Dallas County. The diverted recovery opportunities at issue included vehicles located in or recoverable from Dallas County, and the economic harm resulting from Defendants' conduct was suffered in Dallas County. Defendants knew or reasonably should have known that their conduct would have consequences in Dallas County, and that such conduct would interfere with Plaintiff's Dallas County-based business operations.

IV. FACTUAL BACKGROUND

A. HNS Recovery's Business Depends on Exclusive, Time-Sensitive Data.

Plaintiff, The Car Source LLC d/b/a HNS Recovery ("HNS Recovery"), is engaged in the business of locating and recovering vehicles on behalf of financial institutions. The speed, accuracy, and exclusivity of vehicle-location data are critical to HNS Recovery's operations and revenue.

To perform these services, HNS Recovery utilizes a nationwide license plate recognition ("LPR") data platform operated by a third-party provider (the "Platform Provider"). HNS Recovery purchased specialized camera equipment from the Platform Provider and pays ongoing subscription and service fees for access to the Platform Provider's system and data.

Through this system, HNS Recovery scans vehicle license plates in its geographic markets, including throughout Texas. These scans—totaling tens of millions of reads per month, including approximately 20 million scans per month in Texas alone—are uploaded to the Platform Provider's centralized system.

B. The Platform Was Designed to Protect HNS Recovery's Proprietary Data.

The Platform Provider aggregates these scans and compares them against proprietary data sets identifying vehicles subject to repossession. When a match occurs, a “hit” or actionable lead is generated. HNS Recovery is then notified so it can locate and recover the vehicle. The system is supposed to only allow the scanning company like HNS Recovery to have access to its data. Third parties are not allowed to have access to HNS Recovery’s account, credentials, or data streams, nor does it permit competitors to use HNS Recovery’s scan data to identify and recover vehicles.

The system is inherently time sensitive. Delays, suppression, or diversion of hits materially impair HNS Recovery’s ability to recover vehicles and directly result in lost revenue. Moreover, providing HNS Recovery’s hits to third parties allows that third party to use HNS Recovery’s data for their own benefit, which is to HNS Recovery’s detriment. As such, such information is supposed to be closely guarded and secret. No third-party access is permitted.

C. Stealth and CRT Gained Unauthorized, Elevated Access to the System.

Nasem Akel was one of the primary contacts at the Platform Provider. Throughout HNS Recovery’s relationship with Akel, he consistently assured them that he was trying to help them and acting in their best interests. That was false. Defendants Stealth Towing and Recovery Services, LLC (“Stealth”) and Collateral Recovery Team, LLC (“CRT”), acting in concert with Defendant Nasem Akel, obtained unauthorized access to the Platform Provider’s system.

Defendant Akel, while employed by or affiliated with the Platform Provider, used his position and access privileges to create or facilitate backdoor access to the system for Stealth and CRT. This unauthorized access was not limited to ordinary user permissions. Rather, Stealth and CRT were granted elevated and improper access, including the ability to:

- Access and search historical LPR data beyond what was available through ordinary contractual access;
- Access data across multiple geographic markets, including markets in which HNS Recovery operated;
- Access recent and real-time scan data, including data generated by HNS Recovery;
- Analyze and identify high-probability recovery opportunities using aggregated data belonging to HNS Recovery and others.

Upon information and belief, Defendant Akel received substantial compensation from Stealth and CRT in exchange for providing this access.

D. CRT and Stealth Exploited HNS Recovery’s Data to Compete Against It.

The unauthorized access described above provided Stealth and CRT with a significant and unlawful competitive advantage. Rather than relying solely on their own scanning activity and contracted access, Stealth and CRT were able to:

- Use HNS Recovery’s scan data to identify vehicles subject to repossession;
- Identify the most recent and highest-probability recovery opportunities;
- Act on those opportunities before HNS Recovery could do so.

This conduct allowed Stealth and CRT to effectively free ride on HNS Recovery’s data and infrastructure, using HNS Recovery’s own scanning activity to locate and recover vehicles for their own benefit.

E. CRT and Stealth Diverted and Suppressed HNS Recovery’s Recovery Opportunities Resulting in Abnormal Data Interruptions and Delayed Hits.

At the same time, upon information and belief, Defendants’ access enabled them to interfere with HNS Recovery’s ability to receive hits and alerts to which it was entitled. HNS Recovery experienced unexplained and abnormal interruptions in its access to hit notifications.

On multiple occasions, HNS Recovery received no hits for extended periods of time, including periods of multiple consecutive days. Given the volume of scans being generated—tens of millions per month—such a complete absence of hits was highly irregular and inconsistent with the normal operation of the system. After HNS Recovery raised complaints regarding these outages, the system abruptly produced hundreds of previously unreceived hits at once, including instances where approximately 860 approved hits were released simultaneously.

F. Unauthorized Credentials and Access Confirm a System Breach.

These events are consistent with theft, suppression, delay, or manipulation of hit notifications, rather than ordinary system performance issues. Defendants' unauthorized access and control over the system enabled them to divert HNS Recovery's potential recoveries, and further delay or prevent HNS Recovery from receiving hits in real time, thereby allowing Stealth and CRT to act on those opportunities first.

The administrative-level credentials had been created for HNS Recovery's account from locations where HNS Recovery had no business presence. These credentials were not authorized by HNS Recovery and indicate that unauthorized users gained elevated access to the system through improper means and without permission.

G. The Platform Provider Confirmed Unauthorized Access and Competitive Misuse.

HNS Recovery's principal, Pascal Mike Aghyarian, communicated with a representative of the Platform Provider regarding these issues. During those communications, the Platform Provider confirmed that:

- A breach had occurred involving the use of employee login credentials;
- The activity was traceable to IP addresses associated with HNS Recovery's direct competitors, including Stealth and CRT;

- Unauthorized data searches had been conducted across multiple Texas markets, including Dallas and other major cities across Texas.

The Platform Provider ultimately confirmed that third-party access to the system had been terminated by approximately September 2025, following an internal investigation. Upon restoration of proper access, HNS Recovery experienced a significant increase in recoveries, including hundreds of additional recoveries per month compared to the period during which the unauthorized access was occurring. This increase confirms that HNS Recovery's prior losses were not due to market conditions or performance issues, but rather were the result of Defendants' unauthorized access, suppression of data, and diversion of recovery opportunities.

As a direct and proximate result of Defendants' conduct, HNS Recovery has suffered millions of dollars in damages, including lost recovery opportunities, lost profits, and the unjust enrichment of Defendants.

H. Defendants' Scheme Was Coordinated, Intention and Willful.

Defendants acted individually and in concert to carry out the conduct described herein.

Upon information and belief, Defendants entered into an agreement or understanding whereby:

- Defendant Akel would provide or facilitate unauthorized access to the system;
- Stealth and CRT would use that access to identify and capture recovery opportunities;
- Stealth and CRT would compensate Defendant Akel for such access.

Defendants' coordinated actions were willful, intentional, and undertaken for the purpose of obtaining an unfair competitive advantage at HNS Recovery's expense.

Defendant Akel no longer works for the Platform Provider. It is believed that he has been fired for his conduct after a comprehensive investigation by the Platform Provider.

V.
COUNT ONE

**Tortious Interference and Assisting Tortious Interference With
Existing Contracts Against All Defendants**

Defendants intentionally interfered with Plaintiff's existing contractual relationship with the Platform Provider. Plaintiff had a valid and enforceable contract governing its access to the Platform Provider's system, including the right to receive timely hit notifications and data necessary to perform vehicle recoveries. Defendants had actual knowledge of this contractual relationship. As competitors operating within the same industry and markets, Defendants were aware that Plaintiff relied on the system to receive time-sensitive recovery opportunities.

Defendants willfully and intentionally interfered with that contract by:

- Obtaining unauthorized access to the system through employee credentials and/or backdoor access;
- Accessing and exploiting Plaintiff's data and system functionality;
- Suppressing, delaying, or interfering with Plaintiff's receipt of hit notifications;
- Using improperly obtained information to capture recovery opportunities that should have been available to Plaintiff.

Defendants' interference was intentional and without justification or privilege. Defendants' conduct proximately caused Plaintiff injury, including lost contractual benefits, lost recovery opportunities, and lost profits. Defendants knowingly participated, provided substantial assistance to each other in this, acted in conspiracy, and acted with oppression, fraud, and actual malice to harm and defraud HNS Recovery and enrich the Defendants at the direct expense of HNS Recovery.

VI.
COUNT TWO

**Tortious Interference and Assisting Tortious Interference With
Prospective Contracts Against All Defendants**

Plaintiff had a reasonable probability of entering into business relationships with financial institutions and other clients through its recovery services, which depend on timely access to actionable hit data. Defendants were aware of Plaintiff's ongoing business activities and the nature of its operations. Defendants intentionally and improperly interfered with Plaintiff's prospective business relationships by engaging in independently tortious and unlawful conduct, including:

- Unauthorized access to a computer system;
- Misappropriation and use of Plaintiff's data;
- Suppression and diversion of time-sensitive recovery opportunities;
- Coordinated conduct designed to capture recovery opportunities for Defendants' benefit.

Defendants' conduct prevented Plaintiff from obtaining recovery assignments and revenue that it otherwise would have secured. Defendants' actions were the proximate cause of Plaintiff's damages, including substantial lost profits and business opportunities. Defendants knowingly participated, provided substantial assistance, and worked with each other in this, acted in conspiracy, and acted with oppression, fraud, and actual malice to harm and defraud HNS Recovery and enrich the Defendants at the direct expense of HNS Recovery.

VII.
COUNT THREE

**HARMFUL ACCESS TO COMPUTER ACT/BREACH OF COMPUTER SECURITY
(Chapter 33.02 of Penal Code and Chapter 143 of Texas Civil Practice & Remedies Code)
Against all Defendants**

Defendants knew HNS Recovery data and information contained sensitive and confidential information. Defendants further knew that HNS Recovery's data should have been accessible only to HNS Recovery. HNS Recovery never permitted third party access to this data.

Defendants violated the Texas Harmful Access to Computers Act/Breach of Computer Security by knowingly accessing a computer system, computer network, or computer database without effective consent or by exceeding authorized access. The Platform Provider's system constitutes a protected computer system and network under Texas law. Defendants, acting individually, providing substantial assistance, and knowingly participating with each other, and acting in concert:

- Accessed the system using credentials that were unauthorized, improperly obtained, or used beyond the scope of permitted access;
- Created or utilized administrative or elevated credentials to gain expanded access;
- Accessed and searched data belonging to Plaintiff and others without authorization;
- Manipulated system functionality, including the timing and delivery of hit notifications;
- Obtained a benefit and caused harm to Plaintiff through such access.

Defendants' conduct was knowing and intentional. As a direct and proximate result of Defendants' unlawful access, Plaintiff suffered damages, including loss of data access, loss of business opportunities, and loss of profits. Defendants acted with oppression, fraud, and actual malice to harm and defraud HNS Recovery and enrich the Defendants at the direct expense of HNS Recovery.

VIII.
COUNT FOUR

Civil Conspiracy against All Defendants

Defendants combined and agreed among themselves to accomplish an unlawful purpose or a lawful purpose by unlawful means. Defendants had a meeting of the minds regarding the objective of obtaining unauthorized access to the system and exploiting Plaintiff's data and recovery opportunities for their own benefit.

In furtherance of this agreement, Defendants committed overt acts, including:

- Providing and facilitating unauthorized access credentials;
- Accessing and searching restricted data;
- Suppressing or delaying Plaintiff's receipt of hits;
- Using improperly obtained information to capture recovery opportunities;
- Exchanging compensation in connection with such access.

Defendants' conduct was willful and intentional. As a result of the conspiracy, Plaintiff suffered damages, including lost profits and unjust enrichment of Defendants. Each Defendant is jointly and severally liable for the acts of the others committed in furtherance of the conspiracy.

IX.
COUNT FIVE

**Texas Theft Liability Act (Chapter 134 of the Texas Civil Practice and Remedies Code)
against All Defendants**

Defendants are liable under the Texas Theft Liability Act for unlawfully appropriating Plaintiff's property. Plaintiff had a possessory right to and interest in its data, data streams, and recovery opportunities generated through its participation in the system. Such property constitutes personal property under Texas law, including electronically stored information and proprietary business data.

Defendants unlawfully appropriated that property by:

- Accessing Plaintiff's data without authorization;
- Using Plaintiff's data and system-generated opportunities for their own benefit;
- Depriving Plaintiff of its ability to use that data and capture associated recovery opportunities.

Defendants acted with intent to deprive Plaintiff of its property and to obtain a benefit for themselves. Defendants acted in concert with each other and knowingly participated in providing substantial assistance to each other . As a result, Plaintiff suffered damages within the meaning of the statute and is entitled to recover actual damages, additional damages as permitted by law, and attorneys' fees.

X.
COUNT SIX

Unjust Enrichment against All Defendants

Defendants obtained benefits at Plaintiff's expense under circumstances that make it unjust for them to retain those benefits. Defendants:

- Obtained access to Plaintiff's data and recovery opportunities without paying for such access;
- Used Plaintiff's data and system participation to generate revenue;
- Avoided costs associated with lawful access and data generation;
- Profited from recovery opportunities that rightfully belonged to Plaintiff.

It would be inequitable for Defendants to retain the benefits obtained through their misconduct. Plaintiff seeks restitution and disgorgement of all benefits unjustly obtained by Defendants.

XI. **DAMAGES**

As a direct and proximate result of Defendants' conduct, Plaintiff has suffered damages including:

- Lost profits from missed recovery opportunities;
- Loss of business and contractual benefits;
- Loss of use of its data and system access;
- Unjust enrichment of Defendants.

Plaintiff seeks all available relief, including actual damages, exemplary damages, statutory damages where applicable, attorneys' fees, costs of court, and injunctive relief. Damages sought by HNS Recovery are within the jurisdictional limits of the court pursuant to Tex. R. Civ. P. Rule 47. Pursuant to Rule 47, Plaintiff seeks monetary relief of more than \$1,000,000.00.

HNS Recovery is compelled to employ the attorney services of Fee, Smith & Sharp, LLP to file this action, and thus seeks recovery of all damages, relief, and attorneys' fees and costs expended. HNS Recovery seeks to recover the reasonable amount of attorneys' fees incurred by reason of the Defendants' conduct.

HNS Recovery is entitled to punitive damages in an amount to be determined by the trier of fact. Defendant's intention to commit the wrongful acts herein was willful, malicious, oppressive, and in conscious disregard of HNS Recovery's rights. HNS Recovery is therefore entitled to an award of punitive damages to punish Defendant's wrongful conduct and deter future wrongful conduct. Moreover, the cap on punitive damages found in TCPRC 41.008(b) is not applicable to the claims asserted in this case because Defendants knowingly or intentionally committed conduct falling under TCPRC 41.008(c), including but not limited to self-dealing and theft in violation of Sections 32.46, 32.45 and Chapter 31 of the Texas Penal Code. Defendants,

with intent to defraud or harm, and by deception as described herein self-dealt and committed theft. As such, there is no applicable statutory cap on the amount of punitive damages the jury may award in this case, and claimants seek the highest amount as may be awarded by the jury in this case.

As alleged herein, Defendants engaged in a deliberate and coordinated scheme to misuse Plaintiff's confidential, proprietary, and commercially sensitive information for their own benefit and to directly compete against Plaintiff. Defendants' actions were not accidental, negligent, or inadvertent, but were instead intentional, knowing, and willful, undertaken for the purpose of advancing their competing enterprise at Plaintiff's expense. Defendants further acted with malice by, among other things:

- exploiting Plaintiff's systems, data, and confidential information without authorization or in excess of any authorized access;
- interfering with Plaintiff's existing and prospective business relationships for their own gain;
- engaging in deceptive and wrongful conduct designed to conceal their actions; and
- destroying, deleting, or altering evidence and information relevant to Plaintiff's claims after learning of the dispute.

Defendants were subjectively aware that their conduct involved an extreme degree of risk and a high probability of substantial harm to Plaintiff, yet nevertheless proceeded with conscious indifference to Plaintiff's rights, property, and legal protections. Because Defendants' conduct was carried out with malice, Plaintiff seeks recovery of exemplary damages in an amount sufficient to punish Defendants and deter similar conduct in the future, as permitted by Chapter 41 of the Texas Civil Practice and Remedies Code.

XII. **JURY DEMAND**

HNS Recovery hereby demands a jury trial for all issues so triable.

XIII.
PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff The Car Source LLC d/b/a HNS Recovery respectfully requests that Defendants Stealth Towing and Recovery Services, LLC, Collateral Recovery Team, LLC, and Nasem Akel be cited to appear and answer herein, and that upon final trial, Plaintiff recover judgment against Defendants, jointly and severally, as follows:

1. Actual Damages, including but not limited to lost profits, lost business opportunities, and all other damages suffered as a direct and proximate result of Defendants' conduct;
2. Disgorgement and Restitution, requiring Defendants to disgorge all profits, revenues, and benefits obtained as a result of their unlawful conduct;
3. Statutory Damages, as permitted by the Texas Theft Liability Act and all other applicable law;
4. Exemplary (Punitive) Damages, as allowed by Texas law, based on Defendants' willful, malicious, and intentional conduct;
5. Attorneys' Fees, including reasonable and necessary attorneys' fees recoverable under the Texas Theft Liability Act and all other applicable law;
6. Pre-Judgment and Post-Judgment Interest at the maximum rate allowed by law;
7. Costs of Court;
8. Equitable Relief, including but not limited to an accounting of Defendants' conduct, revenues, and use of Plaintiff's data;
9. All Other Relief, at law or in equity, to which Plaintiff may show itself justly entitled.

FEE, SMITH & SHARP, L.L.P.

By: _____

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CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing document has been served on all counsel of record on April 6, 2026, in accordance with the Texas Rules of Civil Procedure.

Jon D. Azano

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Yesenia Briones on behalf of Jon Azano
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Envelope ID: 113292748
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Filing Description:
Status as of 4/9/2026 8:52 AM CST

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