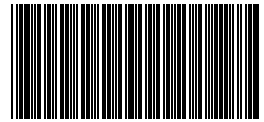




Filed: 8 December 2025 2:27 PM



D00029Y3UM

## SECOND CROSS-CLAIM DEFENCE TO CROSS CLAIM

### COURT DETAILS

|             |                      |
|-------------|----------------------|
| Court       | Supreme Court of NSW |
| Division    | Common Law           |
| List        | Common Law General   |
| Registry    | Supreme Court Sydney |
| Case number | 2024/00338021        |

### TITLE OF PROCEEDINGS

|                      |                                                      |
|----------------------|------------------------------------------------------|
| First Plaintiff      | Adam James Bray                                      |
| First Defendant      | TRANSPORT FOR NSW<br>ABN 18804239602                 |
| Second Defendant     | ACCIONA INFRASTRUCTURE PROJECTS AUSTRALIA<br>PTY LTD |
| Number of Defendants | 3                                                    |

### TITLE OF THIS CROSS-CLAIM

|                            |                                                                       |
|----------------------------|-----------------------------------------------------------------------|
| First Cross Claimant       | ACCIONA INFRASTRUCTURE PROJECTS AUSTRALIA<br>PTY LTD<br>ACN 000201516 |
| First Cross Defendant      | Brett Andrew Button                                                   |
| Second Cross Defendant     | Linq Buslines Pty Ltd                                                 |
| Number of Cross Defendants | 6<br>Refer to Party Details at rear for full list of parties          |

### FILING DETAILS

|                                |                                          |
|--------------------------------|------------------------------------------|
| Filed for                      | Linq Buslines Pty Ltd, Cross Defendant 2 |
| Filed in relation to           | Cross-Claim 2                            |
| Legal representative           | Melissa Helen Fenton                     |
| Legal representative reference |                                          |
| Telephone                      | 0282408034                               |
| Your reference                 | MHF:OMB:405421                           |

### NOTICE OF LISTING

This matter has been listed at the same time as the cross claim.

#### **ATTACHMENT DETAILS**

In accordance with Part 3 of the UCPR, this coversheet confirms that both the Defence to Cross Claim (e-Services), along with any other documents listed below, were filed by the Court.

Defence (UCPR 7A/7B) (2025.12.08 Defence to Second Cross-Claim - FINAL(13100268.1).pdf)

[attach.]

Form 7A (version 5)  
UCPR 14.3

## DEFENCE TO SECOND CROSS-CLAIM

### COURT DETAILS

|             |                                  |
|-------------|----------------------------------|
| Court       | Supreme Court of New South Wales |
| Division    | Common Law                       |
| List        | General                          |
| Registry    | Sydney                           |
| Case number | 2024/00338021                    |

### TITLE OF PROCEEDINGS

|                                         |                                                  |
|-----------------------------------------|--------------------------------------------------|
| Plaintiff                               | <b>Adam James Bray</b>                           |
| First defendant                         | Transport for New South Wales ABN 18 804 239 602 |
| Number of defendants (if more than two) | 3                                                |

### TITLE OF SECOND CROSS-CLAIM

|                                               |                                                          |
|-----------------------------------------------|----------------------------------------------------------|
| Cross-claimant                                | <b>Acciona Infrastructure Projects Australia Pty Ltd</b> |
| First cross-defendant                         | Brett Andrew Button                                      |
| Number of cross-defendants (if more than two) | 6                                                        |

### FILING DETAILS

|                                |                                                                     |
|--------------------------------|---------------------------------------------------------------------|
| Filed for                      | <b>Linq Buslines Pty Ltd ACN 131 152 896</b> Second Cross-Defendant |
| Filed in relation to           | Second Cross-Claim Statement                                        |
| Legal representative           | Melissa Fenton, Gilchrist Connell                                   |
| Legal representative reference | MHF:OMB:405421                                                      |
| Contact name and telephone     | Olivia Boyages, +61 2 8240 8088                                     |
| Contact email                  | oboyages@gclegal.com.au                                             |

### HEARING DETAILS

This matter has been listed for Directions at the Supreme Court of Sydney on 6 February 2026 at 10:00 am.

### PLEADINGS AND PARTICULARS

The Second Cross-Defendant (**Linq**) pleads to the allegations made by the Cross-Claimant in the Second Statement of Cross-Claim filed on 17 September 2025 (**Second Cross-Claim**) as follows:

1. Linq admits paragraph 1.

2. Linq admits paragraph 2 of the Second Cross-Claim, save that until the "group members" are identified, it is not possible to say whether Mr Button owed them a duty of care not to cause mental harm. There are restrictions on those entitled to claim mental harm imposed by Section 30 of the *Civil Liability Act 2002* (NSW) and Linq relies upon those provisions if there are class members who fall outside the statutory definition of those to whom a duty is owed.
3. As to paragraph 3 of the Second Cross-Claim:
  - (a) Linq admits that Mr Button was driving in a manner dangerous to other persons, without conceding any particulars of such breach and noting that an appeal on sentence is on foot in the Court of Criminal Appeal; and
  - (b) Linq admits that Mr Button breached his duty of care, subject to whether Mr Button owed a duty of care to each group member as pleaded in paragraph 2 above.
4. Linq admits paragraph 4.
5. Linq does not plead to paragraph 5.
6. Linq admits paragraph 6.
7. Linq admits paragraph 7.
8. Linq admits paragraph 8.
9. As to paragraph 9 of the Second Cross-Claim, Linq repeats paragraph 3 above but otherwise admits the paragraph.
10. As to paragraph 10 of the Second Cross-Claim, Linq repeats paragraph 2 above, but otherwise admits the paragraph.
11. As to paragraph 11 of the Second Cross-Claim, Linq:
  - (a) Repeats paragraph 2 above;
  - (b) Admits that it owed a duty to the Plaintiff and Group Members to exercise reasonable care for their safety; and
  - (c) Otherwise does not admit the paragraph.
12. As to paragraph 12 of the Second Cross-Claim, Linq:
  - (a) Says that it did make reasonable inquiries of the driver's prior employer;
  - (b) Says that it did have policies and procedures in place to ensure drivers were not under the influence of substances; and
  - (c) Otherwise denies the paragraph.
13. As to paragraph 13 of the Second Cross-Claim, Linq:
  - (a) Repeats paragraph 2 above; and
  - (b) Otherwise denies the paragraph.

14. As to paragraph 14 of the Second Cross-Claim, Linq:

- (a) Says that if the Cross-Claimant is liable to the Plaintiff or any group member for loss, there may be an entitlement to contribution;
- (b) Does not admit the specific grounds of contribution relied upon;
- (c) says that any contribution is limited to those members of the class who would have an entitlement to damages as against Linq directly pursuant to the provisions of the *Motor Accident Injuries Act 2017* (**the MAI Act**);
- (d) says that its obligation to contribute is limited to no more than the damages that Linq would otherwise have to pay the Plaintiff or any group member (collectively, the **Group Members**) under the provisions of the MAI Act;
- (e) says that it is not liable to contribute to any discharge by the Cross-Claimant of its liability to any Group Member who would not have entitlements under the MAI Act or for any damages agreed or awarded beyond the scope of the provisions of the MAI Act;
- (f) says that, as the owner of the bus Mr Button was driving, Linq had a compulsory third-party (**CTP**) policy under the MAI Act, pursuant to which its insurer, QBE Insurance Australia Limited (**QBE**), insured Mr Button and Linq against all liability in respect of the death of or injury to a person caused by the fault of the driver of the vehicle in the use or operation of the vehicle in any part of the Commonwealth (**CTP Indemnity**);

**Particulars**

MAI Act, ss 2.3 and 2.11

- (g) says that, pursuant to the CTP Indemnity, QBE:
  - (i) is and has been paying statutory benefits to Group Members;
  - (ii) has been resolving claims for damages made by Group Members as and when they are ready to resolve; and
  - (iii) will continue to do so;
- (h) says that payment by QBE to each Group Member pursuant to the CTP Indemnity satisfies the liability owed by Linq to that Group Member;
- (i) in the premises, denies that Linq is a person who, if sued, would be liable to any such Group Member for the same damage as the Cross-Claimant may be liable;
- (j) relies upon the resolution of claims and the making of payments by QBE to Group Members in defence of the claim for contribution; and
- (k) otherwise denies the paragraph.

15. Linq does not plead to paragraphs 15 to 86 of the Second Cross-Claim, as they make no allegations against Linq.

#### **SIGNATURE OF LEGAL REPRESENTATIVE**

I certify under clause 4 of Schedule 2 to the Legal Profession Uniform Law Application Act 2014 that there are reasonable grounds for believing on the basis of provable facts and a reasonably arguable view of the law that the defence to the claim for damages in these proceedings has reasonable prospects of success.

Signature



Capacity

Solicitor on record

Date of signature

8 December 2025