



DEFENCE TO THIRD 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	Adam James Bray
First defendant	Transport for New South Wales (ABN 18 804 239 602)
Second defendant	Acciona Infrastructure Projects Australia Pty Limited (ACN 000 201 516)
Third defendant	Aecom Cost Consulting Pty Limited (ACN 008 657 289)

TITLE OF THIS CROSS-CLAIM

Cross-claimant	Aecom Cost Consulting Pty Ltd (ACN 008 657 289)
First cross-defendant	Brett Andrew Button
Second cross-defendant	Linq Buslines Pty Ltd (ACN 131 153 896)
Third cross-defendant	Transport for New South Wales (ABN 18 804 239 602)
Fourth cross-defendant	Acciona Infrastructure Projects Australia Pty Limited (ACN 000 201 516)
Fifth cross-defendant	Jacobs Group (Australia) Pty Ltd (ACN 001 024 095)
Sixth cross-defendant	SMEC Australia Pty Limited (ACN 065 475 149)
Seventh cross-defendant	GHD Pty Ltd (ACN 008 488 373)

FILING DETAILS

Filed for	Acciona Infrastructure Projects Australia Pty Ltd (ACN 000 201 516), fourth cross-defendant
Filed in relation to	Third cross-claim (filed 27 October 2025)
Legal representative	Michael Bath, Carter Newell Lawyers
Legal representative reference	MRB:AXF:169881
Contact name and telephone	Aristea Friedrich (Ph: 02 8315 2706)
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PLEADINGS AND PARTICULARS

This is the defence of the fourth cross-defendant ("**Acciona**") to the statement of cross-claim filed by Aecom Cost Consulting Pty Limited (ACN 008 657 289) ("**Project Verifier**") on 27 October 2025 ("**Project Verifier's Cross-Claim**"). Below, the term:

- "**Deed of Appointment of Project Verifier**" and "**RTA**" have the same meaning as in the Project Verifier's Cross-Claim;
- "**ASOC**" means the plaintiff's amended statement of claim filed 15 July 2025, and "**Defence to the ASOC**" means Acciona's defence to the ASOC filed 7 August 2025;
- "**Transport's Cross-Claim**" means the statement of cross-claim (first cross-claim) filed 24 April 2025, and "**Defence to Transport's Cross-Claim**" means Acciona's defence to Transport's Cross-Claim filed 7 August 2025; and
- "**Acciona's Cross-Claim**" means the statement of cross-claim (second cross-claim) filed 17 September 2025.

INTRODUCTION

1. Acciona admits paragraph 1 of the Project Verifier's Cross-Claim.

BRETT ANDREW BUTTON

2. In response to paragraphs 2 to 6 of the Project Verifier's Cross-Claim, Acciona:
 - (a) repeats paragraphs 2 to 5 of its Defence to Transport's Cross-Claim;
 - (b) repeats paragraphs 1 to 5 of Acciona's Cross-Claim; and
 - (c) otherwise does not admit the paragraphs, which do not make any allegations against Acciona or in support of the case against it.

LINQ BUSLINES

3. In response to paragraphs 7 to 12 of the Project Verifier's Cross-Claim, Acciona:
 - (a) repeats paragraphs 6 to 14 of Acciona's Cross-Claim; and
 - (b) otherwise does not admit the paragraphs, which do not make any allegations against Acciona or in support of the case against it.

TRANSPORT FOR NSW

4. In response to paragraphs 13 to 17 of the Project Verifier's Cross-Claim, Acciona:
 - (a) repeats paragraphs 78 to 86 of Acciona's Cross-Claim; and
 - (b) otherwise does not admit the paragraphs, which do not make any allegations against Acciona or in support of the case against it.

ACCIONA INFRASTRUCTURE PROJECTS AUSTRALIA PTY LTD

Formalities

5. Acciona admits paragraph 18 of the Project Verifier's Cross-Claim.

References to other pleadings

6. As to paragraph 19 of the Project Verifier's Cross-Claim, Acciona, in response to:
 - (a) subparagraph (a) – repeats paragraphs 12 to 28 of its Defence to the ASOC;
 - (b) subparagraph (b) – repeats paragraphs 29 to 33 of its Defence to the ASOC;
 - (c) subparagraph (c) – repeats paragraphs 13 to 21 and 27 to 30 of its Defence to Transport's Cross-Claim; and
 - (d) subparagraph (d) – repeats paragraphs 31 and 32 of its Defence to Transport's Cross-Claim.

Claim for contribution in respect of claims pleaded in the ASOC

7. In response to paragraph 20 of the Project Verifier's Cross-Claim, Acciona:
 - (a) repeats its Defence to the ASOC;
 - (b) repeats 72 to 74 of Acciona's Cross-Claim; and
 - (c) otherwise denies the paragraph.

Claim for contribution in respect of claims pleaded in Transport's Cross-Claim

8. As to paragraph 21 of the Project Verifier's Cross-Claim, Acciona:
 - (a) repeats its Defence to Transport's Cross-Claim;
 - (b) repeats paragraphs 75 to 77 of Acciona's Cross-Claim; and

- (c) otherwise denies the paragraph.

THE DJV

- 9. In response to paragraphs 22 to 35 of the Project Verifier's Cross-Claim, Acciona:

- (a) repeats paragraphs 15 to 48 of Acciona's Cross-Claim; and
- (b) otherwise does not admit the paragraphs, which do not make any allegations against Acciona or in support of the case against it.

GHD

Formalities

- 10. Acciona admits paragraph 36 of the Project Verifier's Cross-Claim.

Deed of Appointment

- 11. Acciona admits paragraphs 37 and 38 of the Project Verifier's Cross-Claim.
- 12. In response to paragraph 39 of the Project Verifier's Cross-Claim, Acciona:
 - (a) admits that it was an express term of the Deed of Appointment of Project Verifier that unless Acciona and the RTA otherwise approved in writing, the Project Verifier was required to contract with an entity described as "GHD" in respect of the "Design Verification" part of the "Services" (all within the meaning of the Deed of Appointment of Project Verifier); and
 - (b) otherwise does not admit the paragraph.

GHD Subcontract

- 13. Acciona does not admit paragraphs 40 to 46 of the Project Verifier's Cross-Claim, which do not make any allegations against Acciona or in support of the case against it.

Project Verifier's claims against GHD

Indemnity

14. Acciona does not admit paragraphs 47 and 48 of the Project Verifier's Cross-Claim, which do not make any allegations against Acciona or in support of the case against it.

Contribution

15. Acciona admits paragraphs 49 of the Project Verifier's Cross-Claim.
16. In response to paragraph 50 of the Project Verifier's Cross-Claim, Acciona:
- (a) does not admit that the verification and certification of the design of the interchange "was delegated to GHD under the terms of the GHD Subcontract"; and
 - (b) otherwise admits the paragraph.

17. Acciona does not admit paragraphs 51 to 55 of the Project Verifier's Cross-Claim, which do not make any allegations against Acciona or in support of the case against it.

Direct negligence

18. Acciona does not admit paragraphs 56 and 57 of the Project Verifier's Cross-Claim, which do not make any allegations against Acciona or in support of the case against it.

SIGNATURE OF LEGAL REPRESENTATIVE
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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

Date of signature

16 January 2026