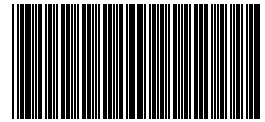




Filed: 16 January 2026 10:44 AM



D0002ALN31

THIRD 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 ABN 18804239602
Second Defendant	ACCIONA INFRASTRUCTURE PROJECTS AUSTRALIA PTY LTD
Number of Defendants	3

TITLE OF THIS CROSS-CLAIM

First Cross Claimant	AECOM COST CONSULTING PTY LTD ACN 008657289
First Cross Defendant	BRETT ANDREW BUTTON
Second Cross Defendant	LINQ BUSLINES PTY. LTD.
Number of Cross Defendants	7 Refer to Party Details at rear for full list of parties

FILING DETAILS

Filed for	TRANSPORT FOR NSW, Cross Defendant 3
Filed in relation to	Cross-Claim 3
Legal representative	Brian Moroney
Legal representative reference	
Telephone	9232 2255
Your reference	BGM:500392

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) (Defence to 3XD - TfNSW.pdf)

[attach.]

Form 7A (version 5)
UCPR 14.3

THIRD CROSS-CLAIM DEFENCE OF THIRD CROSS-DEFENDANT

COURT DETAILS

Court	Supreme Court of NSW
Division	Common Law
List	General
Registry	Sydney
Case number	2024/338021

TITLE OF PROCEEDINGS

Plaintiff	Adam James Bray
First defendant	Transport for New South Wales (ABN 18 804 239 602)
Number of defendants	3

TITLE OF THIS CROSS-CLAIM

Cross-claimant	Aecom Cost Consulting Pty Limited (ACN 008 657 289)
First cross-defendant	Brett Andrew Button
Number of cross-defendants	7

FILING DETAILS

Filed for	Transport for New South Wales (ABN 18 804 239 602), Third cross-defendant
Filed in relation to	Third cross-claim
Legal representative	Brian Moroney, Moray & Agnew
Legal representative reference	BGM:500392
Contact name and telephone	Brian Moroney, + 61 2 9232 2255
Contact email	bmoroney@moray.com.au

PLEADINGS AND PARTICULARS

- 1 The third cross-defendant, Transport for NSW, responds as follows to the allegations in the third cross-claim, brought by Aecom Cost Consulting Pty Ltd (**Aecom**). Defined terms are as used in the third cross-claim, unless otherwise indicated.

Brett Andrew Button

- 2 Transport for NSW admits the allegation in paragraph 2.

3 Transport for NSW admits the allegation in paragraph 3.

4 Transport for NSW admits the allegation in paragraph 4.

5 Transport for NSW admits the allegation in paragraph 5.

6 Transport for NSW does not plead to paragraph 6, which does not contain allegations against it.

Linq Buslines

7 Transport for NSW admits the allegation in paragraph 7.

8 Transport for NSW admits the allegation in paragraph 8.

9 Transport for NSW admits the allegation in paragraph 9.

10 Transport for NSW admits the allegation in paragraph 10.

11 Transport for NSW admits the allegation in paragraph 11.

12 Transport for NSW does not plead to paragraph 12, which does not contain allegations against it.

Transport for NSW

13 Transport for NSW admits the allegation in paragraph 13.

14 In response to paragraph 14, Transport for NSW:

- (a) admits that as at 11 June 2023, TfNSW had responsibility for the design, construction, management and maintenance of Wine Country Drive and the Greta Interchange;
- (b) admits that as at 11 June 2023, Wine Country Drive was a main road for the purposes of 46 of the *Roads Act 1993* (NSW) and was known as M220;
- (c) does not know and cannot admit what is meant by 'all material times', and in the premises does not admit the balance of the paragraph.

15 In response to paragraph 15, Transport for NSW repeats and relies upon its Defence to the Amended Statement of Claim and otherwise does not plead to the paragraph.

16 Transport for NSW denies the allegation in paragraph 16.

17 Transport for NSW denies the allegation in paragraph 17.

Acciona Infrastructure Projects Australia Pty Ltd

18 Transport for NSW admits the allegation in paragraph 18.

- 19 Transport for NSW does not plead to paragraph 19, which does not contain allegations against it.
- 20 Transport for NSW does not plead to paragraph 20, which does not contain allegations against it.
- 21 Transport for NSW does not plead to paragraph 21, which does not contain allegations against it.

Jacobs Group (Australia) Pty Ltd

- 22 Transport for NSW admits the allegation in paragraph 22.
- 23 Transport for NSW does not plead to paragraph 23, which does not contain allegations against it.
- 24 Transport for NSW does not plead to paragraph 24, which does not contain allegations against it.
- 25 Transport for NSW does not plead to paragraph 25, which does not contain allegations against it.
- 26 Transport for NSW does not plead to paragraph 26, which does not contain allegations against it.
- 27 Transport for NSW does not plead to paragraph 27, which does not contain allegations against it.
- 28 Transport for NSW does not plead to paragraph 28, which does not contain allegations against it.

SMEC Australia Pty Ltd

- 29 Transport for NSW admits the allegation in paragraph 29.
- 30 Transport for NSW does not plead to paragraph 30, which does not contain allegations against it.
- 31 Transport for NSW does not plead to paragraph 31, which does not contain allegations against it.
- 32 Transport for NSW does not plead to paragraph 32, which does not contain allegations against it.
- 33 Transport for NSW does not plead to paragraph 33, which does not contain allegations against it.
- 34 Transport for NSW does not plead to paragraph 34, which does not contain allegations against it.

35 Transport for NSW admits the allegations in paragraph 35.

GHD Pty Ltd

36 Transport for NSW admits the allegation in paragraph 36.

37 In response to paragraph 37, Transport for NSW:

- (a) admits the allegation; and
- (b) says that at the time the deed was entered into, Acciona was known as Abigroup Contractors Pty Limited.

38 Transport for NSW admits the allegation in paragraph 38.

39 In response to paragraph 39, Transport for NSW:

- (a) says that the requirement for Aecom to subcontract with GHD Pty Ltd (**GHD**) in respect of the design verification part of the Verification Services did not apply if the RTA and Acciona otherwise approved in writing; and
- (b) otherwise admits the allegation in the paragraph.

40 Transport for NSW admits the allegation in paragraph 40.

41 Transport for NSW admits the allegation in paragraph 41.

42 Transport for NSW admits the allegation in paragraph 42.

43 In response to paragraph 43, Transport for NSW:

- (a) in relation to paragraph (c), says that the Services referred to in Schedule 1 included "review of final design documentation for each design package", without expressly specifying whether that review was to include a review of all such documentation; and
- (b) otherwise admits the allegation in the paragraph.

44 Transport for NSW does not plead to paragraph 44, which does not contain allegations against it.

45 In response to paragraph 45, Transport for NSW:

- (a) does not know, and cannot admit, when the Project Management Plan dated February 2011 was prepared; and
- (b) otherwise admits the allegation in the paragraph.

46 Transport for NSW does not know whether GHD:

- (a) provided Design Verification Reports as alleged in subparagraph (a);

- (b) gave the verification alleged in subparagraph (b); and
- (c) in either case, whether those acts or omissions were pursuant to the PMP and/or the GHD Subcontract;

and in the premises cannot admit the allegation in paragraph 46.

- 47 Transport for NSW does not plead to paragraph 47, which does not contain allegations against it.
- 48 Transport for NSW does not plead to paragraph 48, which does not contain allegations against it.
- 49 Transport for NSW does not plead to paragraph 49, which does not contain any allegations against it.
- 50 Transport for NSW does not plead to paragraph 50, which does not contain allegations against it.
- 51 Transport for NSW does not plead to paragraph 51, which does not contain any allegations against it.
- 52 Transport for NSW does not plead to paragraph 52, which does not contain any allegations against it.
- 53 Transport for NSW does not plead to paragraph 53, which does not contain any allegations against it.
- 54 Transport for NSW does not plead to paragraph 54, which does not contain any allegations against it.
- 55 Transport for NSW does not plead to paragraph 55, which does not contain any allegations against it.
- 56 Transport for NSW does not plead to paragraph 56, which does not contain allegations against it.
- 57 Transport for NSW does not plead to paragraph 57, which does not contain allegations against it.

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 the second cross-claim has reasonable prospects of success.

Signature



Capacity

Solicitor on record

Date of signature

15 JANUARY 2026