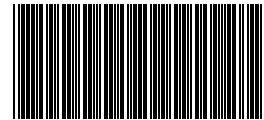




Filed: 16 January 2026 10:16 AM



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Form 9
UCPR 9.1

FOURTH CROSS-CLAIM STATEMENT OF 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	LINQ BUSLINES PTY. LTD.
First Cross-defendant	Brett Andrew Button (MIN: 708188)
Second Cross-defendant	ACCIONA INFRASTRUCTURE PROJECTS AUSTRALIA PTY LTD
Number of cross-defendants	7

FILING DETAILS

Filed for	LINQ BUSLINES PTY. LTD., Cross Claimant 1
Filed in relation to	Cross-claim 1
Legal representative	Melissa Helen Fenton
Legal representative reference	
Telephone	0282408034
Your reference	MHF:OMB:405421

NOTICE OF LISTING

A Notice of Listing will be attached and served with this statement of cross claim.

ATTACHMENT DETAILS

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

Statement of Cross Claim (UCPR 9) (2026.01.16 Fourth Statement of Cross-Claim.pdf)
Form 1 - Service and Execution of Process Act 1992 (Cth) (SEPA 1992 Form 1(13248630.1).pdf)

[attach.]

Form 9 (version 6)
UCPR 9.1

FOURTH CROSS-CLAIM STATEMENT OF 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
Defendant	Transport for New South Wales ABN 18 804 239 602

FOURTH CROSS-CLAIM

Cross-claimant	Linq Buslines Pty Limited ACN 131 152 896
First cross-defendant	BRETT ANDREW BUTTON
Number of cross-defendants	7 Refer to Party Details at rear for full list of parties

FILING DETAILS

Filed for	Linq Buslines Pty Ltd ACN 131 152 896 Fourth Cross-Claimant
Filed in relation to	Fourth Cross-Claim
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

RELIEF CLAIMED

- 1 Damages.
- 2 Interest pursuant to *Civil Procedure Act 2005* (NSW) s100(1).
- 3 Contribution:
 - a. Pursuant to *Law Reform (Miscellaneous Provisions) Act 1946* (NSW) s5 and/or
 - b. Pursuant to *Law Reform Act (Miscellaneous Provisions) 1965* (NSW) s 12; and/or
 - c. In equity.
- 4 Costs.
- 5 Such further or other order as the Court thinks fit.

PLEADINGS AND PARTICULARS

- 1 Linq Buslines Pty Limited (**Linq**) advances this cross-claim in the event (which is denied) that Linq is liable to the plaintiff or any group members for loss as pleaded in the Amended Statement of Claim (**ASOC**), and/or to Transport for New South Wales (**TfNSW**) in respect of the matters pleaded in the First Cross-Claim Statement of Cross- Claim (**First Cross-Claim**), and/or to Acciona Infrastructure Projects Pty Ltd (**Acciona**) in respect of the matters pleaded in the Second Cross-Claim Statement of Cross-Claim (**Second Cross-Claim**), and/or to Aecom Costs Consulting Pty Limited (**ACC**) in respect of the matters pleaded in the Third Cross-Claim Statement of Cross-Claim (**Third Cross-Claim**).

Brett Andrew Button

- 2 The first cross-defendant, Brett Andrew Button (**Mr Button**), was at all material times the driver of the bus the subject of the plaintiff's claim in these proceedings.
- 3 As the driver of the bus, Mr Button owed:
 - (a) to each passenger of the bus (including any group members who were passengers) a duty to take reasonable care to avoid harm to them from the manner in which he drove the bus; and
 - (b) to the plaintiff and other group members who were not passengers a duty to take reasonable care not to cause mental harm to them from the manner in which he drove the bus.

4 At the time of the crash, Mr Button was driving in a manner dangerous to other persons, in that he:

- (a) was under the influence of Tramadol to the degree that there was impairment of his driving ability, having consumed Tramadol in a quantity exceeding the maximum recommended by medical professionals, and knowing that consuming substantial amounts of Tramadol had the capacity to affect his ability to drive;
- (b) engaged in risk-taking behaviour; and
- (c) drove too quickly to safely negotiate the roundabout.

Particulars

Statement of Agreed Facts dated 3 May 2024, filed in the District Court of New South Wales, [9]

5 In doing so, Mr Button breach his duty of care to the plaintiff and to each group member.

6 By reason of the matters pleaded in paragraphs 3 to 5 above, if Linq is liable to the plaintiff or any group members for loss (which is denied), then:

- (a) Mr Button is a tortfeasor liable to the plaintiff and each group member for the same damage;
- (b) Linq and Mr Button have a coordinate liability;
- (c) if and to the extent that Linq discharges that coordinate liability, in whole or in part, then Mr Button is liable to contribute to Linq an amount that is just and equitable, by reason of:
 - (i) equitable contribution;
 - (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).

Acciona Infrastructure Projects Australia Pty Ltd

7 The second cross-defendant, Acciona Infrastructure Projects Pty Ltd (**Acciona**), is:

- (a) a company registered under the *Corporations Act*, and
- (b) capable of being sued in its own name.

- 8 Without admissions and for the purposes of this cross-claim only, Linq:
- (a) repeats the allegations in paragraphs 12 to 24 of the ASOC against Acciona, which contain the plaintiff's claim for damages against Acciona for breach of a duty of care;
 - (b) repeats the allegations in paragraphs 7 to 12 of the First Cross-Claim against Linq, which contain TfNSW's claims for damages against Linq for vicarious liability of Mr Button's breach of a duty of care (which is not admitted);
 - (c) repeats the allegations in paragraphs 13 to 29 of the First Cross-Claim against Acciona, which contain TfNSW's claims for damages against Acciona for breach of a duty of care and contract;
 - (d) repeats the allegations in paragraphs 7 to 12 of the Third Cross-Claim against Linq, which contain ACC's claims for damages against Linq for vicarious liability of Mr Button's breach of a duty of care (which is not admitted); and
 - (e) repeats the allegations in paragraphs 18 to 21 of the Third Cross-Claim against Acciona, which contain ACC's claims for damages against Acciona for breach of a duty of care and contract.
- 9 If TfNSW's claims pleaded in the First Cross-Claim against Acciona and against Linq are established, and both Acciona and Linq are liable to TfNSW (which is denied):
- (a) Acciona is a tortfeasor liable to TfNSW;
 - (b) Linq and Acciona have a coordinate liability;
 - (c) if and to the extent that Linq discharges that coordinate liability, in whole or in part, then Acciona is liable to contribute to Linq an amount that is just and equitable by reason of:
 - (i) equitable contribution;
 - (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).
- 10 If ACC's claims pleaded in the Third Cross-Claim against Acciona and against Linq are established and both Acciona and Linq are liable to ACC (which is denied):
- (a) Acciona is a tortfeasor liable to ACC;
 - (b) Linq and Acciona have a coordinate liability;

- (c) if and to the extent that Linq discharges that coordinate liability, in whole or in part, then Acciona is liable to contribute to Linq an amount that is just and equitable by reason of:
 - (iv) equitable contribution;
 - (v) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (vi) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).

Aecom Cost Consulting Pty Ltd

- 11 The third cross-defendant, Aecom Cost Consulting Pty Ltd (**ACC**), is:
 - (a) a company registered under the *Corporations Act*;
 - (b) capable of being sued in its own name; and
 - (c) was from around 2 May 1990 to 5 April 2016 known as Davis Langdon Australia Pty Ltd (**Davis Langdon**).
- 12 Without admissions and for the purposes of this cross-claim only, Linq:
 - (a) repeats the allegations in paragraphs 25 to 33 of the ASOC against ACC, which contain the plaintiff's claim for damages against ACC for breach of a duty of care;
 - (b) repeats the allegations in paragraphs 7 to 12 of the First Cross-Claim against Linq, which contain TfNSW's claims for damages against Linq for vicarious liability of Mr Button's breach of a duty of care (which is not admitted);
 - (c) repeats the allegations in paragraphs 30 to 42 of the First Cross-Claim against ACC, which contain TfNSW's claims for damages against ACC for breach of a duty of care and contract;
 - (d) repeats the allegations in paragraphs 6 to 14 of the Second Cross-Claim against Linq, which contain Acciona's claim for damages against Linq for vicarious liability of Mr Button's breach of a duty of care, and for breach of a freestanding duty of care (which is not admitted); and
 - (e) repeats the allegations in paragraphs 49 to 77 of the Second Cross-Claim against ACC, which contain Acciona's claims for damages against ACC for breach of duty of care and contract.

- 13 If TfNSW's claims pleaded in the First Cross-Claim against ACC and against Linq are established, and both ACC and Linq are liable to TfNSW (which is denied):
- (a) ACC is a tortfeasor liable to TfNSW;
 - (b) Linq and ACC have a coordinate liability;
 - (c) if and to the extent that Linq discharges that coordinate liability, in whole or in part, then ACC is liable to contribute to Linq an amount that is just and equitable by reason of:
 - (i) equitable contribution;
 - (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).
- 14 If Acciona's claims pleaded in the Second Cross-Claim against ACC and against Linq are established, and both ACC and Linq are liable to Acciona (which is denied):
- (a) ACC is a tortfeasor liable to Acciona;
 - (b) Linq and ACC have a coordinate liability;
 - (c) if and to the extent that Linq discharges that coordinate liability, in whole or in part, then ACC is liable to contribute to Linq an amount that is just and equitable by reason of:
 - (i) equitable contribution;
 - (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).

Transport for NSW

- 15 The fourth cross-defendant ('**TfNSW**') is a corporation duly constituted by section 3C(1) of the *Transport Administration Act 1988* (NSW) as amended by the *Transport Administration Amendment (RMS Dissolution) Act 2019* (NSW).
- 16 As at 11 June 2023, and at all material times, TfNSW had responsibility for the design, construction, management and maintenance of the main road known as M220, being Wine Country Drive and the Greta Interchange.

- 17 Without admissions and for the purposes of this cross-claim only, Linq:
- (a) repeats the allegations in paragraphs 3 to 11 of the ASOC against TfNSW, which contain the plaintiff's claim for damages against TfNSW for breach of a duty of care;
 - (b) repeats the allegations in paragraphs 6 to 14 of the Second Cross-Claim against Linq, which contain Acciona's claim for damages against Linq for vicarious liability of Mr Button's breach of a duty of care, and for breach of a freestanding duty of care (which is not admitted);
 - (c) repeats the allegations in paragraphs 78 to 85 of the Second Cross-Claim against TfNSW, which contain Acciona's claim for damages against TfNSW for a breach of duty of care;
 - (d) repeats the allegations in paragraphs 7 to 12 of the Third Cross-Claim against Linq, which contain ACC's claims for damages against Linq for vicarious liability of Mr Button's breach of a duty of care (which is not admitted); and
 - (e) repeats the allegations in paragraphs 13 to 17 of the Third Cross-Claim against TfNSW, which contain ACC's claims for damages against TfNSW for breach of a duty of care.
- 18 If Acciona's claims pleaded in the Second Cross-Claim against TfNSW and against Linq are established, and both TfNSW and Linq are liable to Acciona (which is denied):
- (a) TfNSW is a tortfeasor liable to Acciona;
 - (b) Linq and TfNSW have a coordinate liability;
 - (c) if and to the extent that Linq discharges that coordinate liability, in whole or in part, then TfNSW is liable to contribute to Linq an amount that is just and equitable by reason of:
 - (i) equitable contribution;
 - (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).
- 19 If ACC's claims pleaded in the Third Cross-Claim against TfNSW and against Linq are established, and both TfNSW and Linq are liable to ACC (which is denied):
- (a) TfNSW is a tortfeasor liable to ACC;

- (b) Linq and TfNSW have a coordinate liability;
- (c) if and to the extent that Linq discharges that coordinate liability, in whole or in part, then TfNSW is liable to contribute to Linq an amount that is just and equitable by reason of:
 - (i) equitable contribution;
 - (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).

Jacobs Group (Australia) Pty Ltd

20 The fifth cross-defendant, Jacobs Group (Australia) Pty Ltd:

- (a) is a company incorporated under the *Corporations Act 2001* (Cth);
- (b) is capable of being sued in its own name and corporate style; and
- (c) was formerly known as Sinclair Knight Merz Pty Ltd ACN 001 024 095 (**SKM**).

21 Without admissions and for the purposes of this cross-claim only, Linq:

- (a) repeats the allegations in paragraphs 7 to 12 of the First Cross-Claim against Linq, which contain TfNSW's claims for damages against Linq for vicarious liability of Mr Button's breach of a duty of care (which is not admitted);
- (b) repeats the allegations in paragraphs 6 to 14 of the Second Cross-Claim against Linq, which contain Acciona's claim for damages against Linq for vicarious liability of Mr Button's breach of a duty of care, and for breach of a freestanding duty of care(which is not admitted);
- (c) repeats the allegations in paragraphs 15 to 36 and 39 to 41 of the Second Cross-Claim against SKM, which contain Acciona's claim for damages against SKM for breach of a duty of care and breach of contract;
- (d) repeats the allegations in paragraphs 7 to 12 of the Third Cross-Claim against Linq, which contain ACC's claim for damages against Linq for breach of a duty of care (which is not admitted); and
- (e) repeats the allegations in paragraphs 22 to 28 of the Third Cross-Claim against SKM, which contain ACC's claim for damages against SKM for breach of a duty of care.

- 22 If Acciona's claims pleaded in the Second Cross-Claim against SKM and against Linq are established, and both SKM and Linq are liable to Acciona (which is denied):
- (a) SKM is a tortfeasor liable to Acciona;
 - (b) Linq and SKM have a coordinate liability;
 - (c) if and to the extent that Linq discharges that coordinate liability, in whole or in part, then SKM is liable to contribute to Linq an amount that is just and equitable by reason of:
 - (i) equitable contribution;
 - (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).
- 23 If ACC's claims pleaded in the Third Cross-Claim against SKM and against Linq are established, and both SKM and Linq are liable to ACC (which is denied):
- (a) SKM is a tortfeasor liable to ACC;
 - (b) Linq and SKM have a coordinate liability;
 - (c) if and to the extent that Linq discharges that coordinate liability, in whole or in part, then SKM is liable to contribute to Linq an amount that is just and equitable by reason of:
 - (i) equitable contribution;
 - (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).

SMEC Australia Pty Ltd

- 24 The sixth cross-defendant, SMEC Australia Pty Ltd (**SMEC**):
- (a) is a company incorporated under the *Corporations Act 2001* (Cth); and
 - (b) is capable of being sued in its own name and corporate style.

- 25 Without admissions and for the purposes of this cross-claim only, Linq:
- (a) repeats the allegations in paragraphs 7 to 12 of the First Cross-Claim against Linq, which contain TfNSW's claims for damages against Linq for vicarious liability of Mr Button's breach of a duty of care (which is not admitted);
 - (b) repeats the allegations in paragraphs 6 to 14 of the Second Cross-Claim against Linq, which contain Acciona's claim for damages against Linq for vicarious liability of Mr Button's breach of a duty of care, and for breach of a freestanding duty of care (which is not admitted);
 - (c) repeats the allegations in paragraphs 15 to 36 and 40 to 41 of the Second Cross-Claim against SMEC, which contain Acciona's claim for damages against SMEC for breach of a duty of care;
 - (d) repeats the allegations in paragraphs 7 to 12 of the Third Cross-Claim against Linq, which contain ACC's claim for damages against Linq for vicarious liability of Mr Button's breach of a duty of care (which is not admitted); and
 - (e) repeats the allegations in paragraphs 29 to 35 of the Third Cross-Claim against SMEC, which contain ACC's claim for damages against SMEC for breach of a duty of care.
- 26 If Acciona's claims pleaded in the Second Cross-Claim against SMEC and against Linq are established, and both SMEC and Linq are liable to Acciona (which is denied):
- (a) SMEC is a tortfeasor liable to Acciona;
 - (b) Linq and SMEC have a coordinate liability;
 - (c) if and to the extent that Linq discharges that coordinate liability, in whole or in part, then SMEC is liable to contribute to Linq an amount that is just and equitable by reason of:
 - (i) equitable contribution;
 - (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).

- 27 If ACC's claims pleaded in the Third Cross-Claim against SMEC and against Linq are established, and both SMEC and Linq are liable to ACC (which is denied):
- (a) SMEC is a tortfeasor liable to ACC;
 - (b) Linq and SMEC have a coordinate liability;
 - (c) if and to the extent that Linq discharges that coordinate liability, in whole or in part, then SMEC is liable to contribute to Linq an amount that is just and equitable by reason of:
 - (i) equitable contribution;
 - (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).

GHD Pty Ltd

- 28 The seventh cross-defendant, GHD Pty Ltd (**GHD**):
- (a) is a company incorporated under the *Corporations Act 2001* (Cth); and
 - (b) is capable of being sued in its own name and corporate style.
- 29 On or around 29 October 2010, the RTA, Acciona and ACC (then known as Davis Langdon) entered into a deed referred to as the Deed of Appointment of Project Verifier.
- 30 Without admissions and for the purposes of this cross-claim only, Linq
- (a) repeats the allegations in paragraphs 7 to 12 of the First Cross-Claim against Linq, which contain TfNSW's claims for damages against Linq for vicarious liability of Mr Button's breach of a duty of care (which is not admitted);
 - (b) repeats the allegations in paragraphs 6 to 14 of the Second Cross-Claim against Linq, which contain Acciona's claim for damages against Linq for vicarious liability of Mr Button's breach of a duty of care, and for breach of a freestanding duty of care (which is not admitted);
 - (c) repeats the allegations in paragraphs 7 to 12 of the Third Cross-Claim against Linq, which contain ACC's claim for damages against Linq for vicarious liability of Mr Button's breach of a duty of care (which is not admitted); and

- (d) repeats the allegations in paragraphs 36 to 57 of the Third Cross-Claim against GHD, which contain ACC's claim for damages against GHD for breach of a duty of care.

31 If ACC's claims pleaded in the Third Cross-Claim against GHD and against Linq are established, and both GHD and Linq are liable to ACC (which is denied):

- (a) GHD is a tortfeasor liable to ACC;
- (b) Linq and GHD have a coordinate liability;
- (c) if and to the extent that Linq discharges that coordinate liability, in whole or in part, then GHD is liable to contribute to Linq an amount that is just and equitable by reason of:
 - (i) equitable contribution;
 - (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).

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 claim for damages in this statement of cross-claim has reasonable prospects of success.

I have advised the cross-claimant that court fees may be payable during these proceedings. These fees may include a hearing allocation fee.

Signature



Capacity

Solicitor

Date of signature

16 January 2026

NOTICE TO CROSS-DEFENDANT

If you do not file a defence you will be bound by any judgment or order in the proceedings so far as it is relevant to this cross-claim.

HOW TO RESPOND

Please read this statement of cross-claim very carefully. If you have any trouble understanding it or require assistance on how to respond to the cross-claim you should get legal advice as soon as possible.

You can get further information about what you need to do to respond to the claim from:

- A legal practitioner.
- LawAccess NSW on 1300 888 529 or at www.lawaccess.nsw.gov.au.
- The court registry for limited procedural information.

You can respond in one of the following ways:

- 1 If you intend to dispute the cross-claim or part of the cross-claim**, by filing a defence and/or making a cross-claim.
- 2 If money is claimed, and you believe you owe the money claimed**, by:
 - Paying the cross-claimant all of the money and interest claimed.
 - Filing an acknowledgement of the claim.
 - Applying to the court for further time to pay the claim.
- 3 If money is claimed, and you believe you owe part of the money claimed**, by:
 - Paying the cross-claimant that part of the money that is claimed.
 - Filing a defence in relation to the part that you do not believe is owed.

Court forms are available on the UCPR website at <http://www.ucprforms.nsw.gov.au/> or at any NSW court registry.

REGISTRY ADDRESS

Street address	Law Courts Building, 184 Phillip Street, Sydney NSW 2000
Postal address	GPO Box 3, Sydney NSW 2001
Telephone	1300 679 272

PARTY DETAILS

A list of parties must be filed and served with this statement of cross-claim.

PARTIES TO THIS CROSS-CLAIM

Cross-claimant

LINQ BUSLINES PTY LTD
ACN 131 153 896

Cross-defendant

BRETT ANDREW BUTTON
First Cross-Defendant

**ACCIONA INFRASTRUCTURE PROJECTS
AUSTRALIA PTY LTD**
ACN 000 201 516
Second Cross-Defendant

AECOM COST CONSULTING PTY LTD
ACN 008 657 289
Third Cross-Defendant

TRANSPORT FOR NEW SOUTH WALES
ABN 18 804 239 602
Fourth Cross-Defendant

JACOBS GROUP (AUSTRALIA) PTY LTD
ACN 001 024 095
Fifth Cross-Defendant

SMEC AUSTRALIA PTY LTD
ACN 065 475 149
Sixth Cross-Defendant

GHD PTY LTD
ACN 008 488 373
Seventh Cross-Defendant

FORM 1

Section 16

Service and Execution of Process Act 1992

NOTICE TO DEFENDANT

PLEASE READ THIS NOTICE AND THE ATTACHED DOCUMENT VERY CAREFULLY

**IF YOU HAVE ANY TROUBLE UNDERSTANDING THEM YOU SHOULD GET LEGAL
ADVICE AS SOON AS POSSIBLE**

Attached to this notice is a Fourth Cross-Claim – Statement of Cross-Claim ("the attached process") issued out of the New South Wales Supreme Court.

Service of the attached process outside of New South Wales is authorised by the *Service and Execution of Process Act 1992*.

YOUR RIGHTS

If a court of a State or Territory other than New South Wales is the appropriate court to determine the claim against you set out in the attached process, you may be able to have the proceeding stayed by applying to the Supreme of New South Wales.

If you think the proceeding should be stayed or transferred, you should get legal advice as soon as possible.

CONTESTING THIS CLAIM

If you want to contest this claim, you must take any action set out in the attached process as being necessary to contest the claim.

If you want to contest this claim, you must also file an Appearance in the Supreme Court of New South Wales. You have 21 days after receiving the attached process to do so.

The Appearance must contain an address in Australia where documents can be left for you or sent to you.