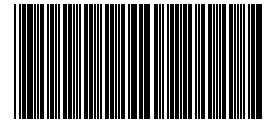




Filed: 27 March 2026 11:29 AM



D0002C7FWW

Defence to Amended 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	TRANSPORT FOR NSW ABN 18804239602
First Cross Defendant	Brett Andrew Button (MIN: 708188)
Second Cross Defendant	LINQ BUSLINES PTY. LTD.
Number of Cross Defendants	4

FILING DETAILS

Filed for	LINQ BUSLINES PTY. LTD., Cross Defendant 2
Filed in relation to	Cross-Claim 1
Legal representative	Melissa Helen Fenton
Legal representative reference	
Telephone	0282408034
Your reference	MHF:OMB:405421

ATTACHMENT DETAILS

In accordance with Part 3 of the UCPR, this coversheet confirms that both the Lodge Document,

along with any other documents listed below, were filed by the Court.

Defence to Amended Statement of Cross Claim (2026.03.27 Amended Defence to Amended Statement of First Cross-Claim.pdf)

[attach.]

Form 7A (version 5)
UCPR 14.3

DEFENCE TO AMENDED STATEMENT OF CROSS-CLAIM

COURT DETAILS

Court	Supreme Court of New South Wales
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 (if more than two)	3

TITLE OF FIRST CROSS-CLAIM

Cross-claimant	Transport for New South Wales ABN 18 804 239 602
First cross-defendant	Brett Andrew Button
Number of cross-defendants (if more than two)	7

FILING DETAILS

Filed for	Linq Buslines Pty Ltd ACN 131 152 896 , Second Cross-Defendant
Filed in relation to	First 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

PLEADINGS AND PARTICULARS

The Second Cross-Defendant (**Linq**) pleads to the allegations made by the Cross-Claimant in the Amended Statement of Claim filed on 12 February 2026 (**First Cross-Claim**) as follows:

1 Linq does not plead to paragraph 1 of the Amended First Cross-Claim.

Brett Andrew Button

2 Linq admits paragraph 2 of the Amended First Cross-Claim.

3 Linq admits paragraph 3 of the Amended First Cross-Claim, save that until the "other 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* 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.

4 As to paragraph 4 of the Amended First Cross-Claim, Linq admits that Mr Button was driving in a manner dangerous to other persons, without conceding the particulars identified (noting that an appeal on sentence is on foot in the Court of Criminal Appeal).

5 Linq admits paragraph 5 of the Amended First Cross-Claim, subject to whether Mr Button owed a duty of care to each group member as pleaded in paragraph 3 above.

6 Linq does not plead to paragraph 6 of the Amended First Cross-Claim.

6A Linq does not plead to paragraph 6A of the Amended First Cross-Claim.

Linq Buslines

7 Linq admits paragraph 7 of the Amended First Cross-Claim.

8 Linq admits paragraph 8 of the Amended First Cross-Claim.

9 Linq admits paragraph 9 of the Amended First Cross-Claim.

10 As to paragraph 10 of the Amended First Cross-Claim, Linq repeats paragraph 4 above but otherwise admits the paragraph.

11 As to paragraph 11 of the Amended First Cross-Claim, Linq repeats paragraph 3 above but otherwise admits the paragraph.

12 As to paragraph 12 of the Amended First 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 corporation 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.

12A As to paragraph 12A of the Amended First Cross-Claim, Linq repeats paragraph 12 above, and otherwise denies the paragraph.

Acciona Infrastructure Projects Australia Pty Ltd , Aecom Cost Consulting Pty Ltd, Design Joint Venture – SKM and SMEC, and GHD Pty Ltd

13-42 Linq does not plead to paragraphs 13 to 87 of the Amended First 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

27 March 2026