Filed: 27 March 2026 11:40 AM

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FIFTH 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	Jacobs Group (Australia) Pty Ltd ACN 001024095
Second Cross Claimant	SMEC Australia Pty Limited
First Cross Defendant	BRETT ANDREW BUTTON
Second Cross Defendant	Linq Buslines Pty Ltd
Number of Cross Defendants	6 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 5
Legal representative	Melissa Helen Fenton
Legal representative reference	
Telephone	0282408034
Your reference	MHF:OMBF: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) (2026.03.27 Defence to Fifth Cross-Claim.pdf)

[attach.]

Form 7A (version 5)
UCPR 14.3

DEFENCE TO FIFTH 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 Ltd ACN 000 201 516**
Third defendant	**Aecom Cost Consulting Pty Ltd ACN 000 201 516**

FIFTH CROSS-CLAIM

Cross-claimant	**Jacobs Group (Australia) Pty Limited ACN 001 024 095**
Second cross-claimant	**SMEC Australia Pty Limited ACN 065 475 149**
First cross-defendant	**Brett Andrew Button**
Second cross-defendant	**Linq Buslines Pty Limited CAN 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	**Aecom Cost Consulting Pty Limited ACN 000 201 516**
Sixth cross-defendant	**GHD Pty Limited ACN 008 488 373**

FILING DETAILS

Filed for	**Linq Buslines Pty Limited ACN 131 152 896** Second Cross-Defendant
Filed in relation to	Fifth 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

PLEADINGS AND PARTICULARS

The Second Cross-Defendant (**Linq**) pleads to the pleadings and particulars set out in the Fifth Statement of Cross-Claim filed on 19 January 2026 (**Fifth Cross-Claim**) as follows:

1 Linq admits paragraph 1.

2 As to paragraph 2 of the Fifth Cross-Claim, and so far as it relates to it, Linq repeats paragraphs 2 to 5 of its defence to the Second Cross-Claim and paragraphs 3 to 5 of its defence to the Third Cross-Claim, namely;

a. Linq says that 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) ("**CLA**") 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.

b. Linq admits that Mr Button was driving in a manner dangerous to other persons, without conceding any particulars of such breach.

c. Linq admits that Mr Button breached his duty of care to the plaintiff and other group members subject to the limitations set out above in relation to the application of Section 30 of the CLA.

3 Linq does not plead to paragraph 3 of the Fifth Cross-Claim, as it contains no allegations against it.

4 Linq admits paragraph 4.

5 As to paragraph 5 of the Fifth Cross-Claim, and so far as it relates to it, Linq repeats paragraphs 6 to 13 of its defence to the Second Cross-Claim and paragraphs 7 to 11 of its defence to the Third Cross-Claim, namely;

a. Linq admits that it was, at all material times, the employer of the driver, Mr Button.

b. Linq admits that at the time of the accident, Mr Button was driving a bus provided by, and owned by Linq, as part of Linq's business.

c. As to Mr Button's alleged breach of his duty of care to the plaintiff and each group member, Linq repeats paragraph 2(c) above, but otherwise admits paragraph 9 of the Second Cross-Claim and paragraph 10 of the Third Cross-Claim.

d. As to Linq's alleged vicarious liability for Mr Button's breach, Linq repeats paragraph 2(a) above, but otherwise admits paragraph 10 of the Second Cross-Claim and paragraph 11 of the Third Cross-Claim.

e. As to Linq's alleged freestanding duty of care, Linq:

i. repeats paragraph 2(a) above;

ii. admits that it owed a duty to the Plaintiff and Group Members to exercise reasonable care for their safety, but otherwise does not admit paragraph 11 of the Second Cross-Claim;

iii. says that it did make reasonable inquiries of the driver's prior employer and that it did have policies and procedures in place to ensure drivers were not under the influence of substances, but otherwise denies paragraph 12 of the Second Cross-Claim;

iv. denies paragraph 13 of the Second Cross-Claim.

6 As to paragraph 6 of the Fifth Cross-Claim, Linq:

a. Says that if the Cross-Claimants are 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-Claimants of their 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 an entity 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.

7 Linq does not plead to paragraphs 7 to 47 of the Fifth Cross-Claim, as they make no allegations against Linq.

SIGNATURE OF LEGAL REPRESENTATIVE

This defence does not require a certificate under clause 4 of Schedule 2 to the *Legal Profession Uniform Law Application Act 2014*.

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	27 March 2026