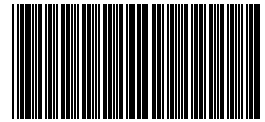




Filed: 30 March 2026 7:13 AM



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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	TRANSPORT FOR NSW, Cross Defendant 3
Filed in relation to	Cross-Claim 5
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 5XC - TfNSW.pdf)

[attach.]

Form 7A (version 5)
UCPR 14.3

FIFTH CROSS-CLAIM DEFENCE OF FIFTH 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

First cross-claimant	Jacobs Group (Australia) Pty Ltd (ACN 001 024 095)
Second cross-claimant	SMEC Australia Pty Ltd (ACN 065 475 149)
First cross-defendant	Brett Andrew Button
Number of cross-defendants	6

FILING DETAILS

Filed for	Transport for New South Wales (ABN 18 804 239 602), Third cross-defendant
Filed in relation to	Fifth 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

The third cross-defendant, Transport for NSW, responds as follows to the allegations in the fifth cross-claim, brought by Jacobs Group (Australia) Pty Ltd (**Jacobs Group**) and SMEC Australia Pty Ltd (**SMEC**). Defined terms are as used in the fifth cross-claim, unless otherwise indicated.

BRETT ANDREW BUTTON

- 1 Transport for NSW admits the allegation in paragraph 1.
- 2 Transport for NSW does not plead to paragraph 2, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 3 Transport for NSW does not plead to paragraph 3, which does not contain any allegation against it, and otherwise does not admit the paragraph.

LINQ BUSLINES PTY LTD

- 4 Transport for NSW admits the allegation in paragraph 4.
- 5 Transport for NSW does not plead to paragraph 5, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 6 Transport for NSW does not plead to paragraph 6, which does not contain any allegation against it, and otherwise does not admit the paragraph.

TfNSW

- 7 Transport for NSW admits the allegation in paragraph 7.
- 8 Transport for NSW admits the allegation in paragraph 8.

Particulars

The liabilities of the RTA passed to Roads and Maritime Services and subsequently to TfNSW: *Transport Legislation Amendment Act 2011* (NSW), Sched 1, item 62 (inserting s 183(2) into the *Transport Administration Act 1988* (NSW) and *Transport Administration Amendment (RMS Dissolution) Act 2019* (NSW), Sched 1, item 35 (inserting Sched 7, item 218(2) into the *Transport Administration Act 1988*)

- 9 In response to paragraph 9, Transport for NSW:
 - (a) admits that from 29 October 2010, and as at 11 June 2023, Transport for NSW or one of its predecessors had responsibility for the design, construction, management and maintenance of Wine Country Drive, the M15 (known as the "Hunter Expressway") and the Interchange;
 - (b) says that such responsibility was subject to any delegation of responsibility; and
 - (c) otherwise denies the paragraph.

- 10 Transport for NSW admits the allegation in paragraph 10.
- 11 Transport for NSW admits the allegation in paragraph 11.
- 12 In response to paragraph 12, Transport for NSW:
- (a) repeats paragraphs 3 to 11F of its defence to the ASOC;
 - (b) repeats paragraphs 78 to 86 of its defence to the Second Cross-Claim;
 - (c) repeats paragraphs 13 to 17 of its defence to the Third Cross-Claim; and
 - (d) does not plead to the balance of paragraph 12, which does not contain allegations against it; and
 - (e) otherwise does not admit the paragraph.
- 13 In response to paragraph 13, Transport for NSW:
- (a) admits that it issued a reference design for the Hunter Expressway Project;
 - (b) admits that it entered into the Design and Construct Project Deed;
 - (c) admits that it entered into the Deed of Appointment;
 - (d) admits that it proposed the Scope of Works and Technical Criteria in the form in which they were finally agreed;
 - (e) admits that the scope of the duties the plaintiff alleges were owed by Acciona and Aecom are alleged to have been "at least equivalent in scope" or "alternatively, coextensive in part" with the duty allegedly owed by Transport for NSW;

Particulars

Amended Statement of Claim, paragraphs 23 and 32

- (f) does not know what acts or omissions otherwise form the subject of the allegation;
 - (g) insofar as the balance of the paragraph can be understood, otherwise denies the allegations in the paragraph.
- 14 In response to paragraph 14, Transport for NSW:
- (a) admits that the scope of the duties the plaintiff alleges were owed by Acciona and Aecom are alleged to have been "at least equivalent in scope" or

"alternatively, coextensive in part" with the duty allegedly owed by Transport for NSW;

Particulars

Amended Statement of Claim, paragraphs 23 and 32

- (b) says that the balance of the paragraph is vague and embarrassing; and
 - (c) insofar as the allegations can be understood, otherwise denies the allegations in the paragraph.
- 15 In response to paragraph 15, Transport for NSW:
- (a) repeats paragraphs 13 and 14 above; and
 - (b) insofar as the allegations can be understood, otherwise denies the allegations in the paragraph.
- 16 In response to paragraph 16, Transport for NSW:
- (a) repeats paragraphs 13 to 15 above; and
 - (b) insofar as the allegations can be understood, otherwise denies the allegations in the paragraph.
- 17 In response to paragraph 17, Transport for NSW:
- (a) repeats paragraphs 13 to 15 above; and
 - (b) insofar as the allegations can be understood, otherwise denies the allegations in the paragraph.

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 any allegation against it, and otherwise does not admit the paragraph.
- 20 Transport for NSW does not plead to paragraph 20, which does not contain any allegation against it, and otherwise does not admit the paragraph.

AECOM COST CONSULTING PTY LTD

- 21 Transport for NSW admits the allegation in paragraph 21.
- 22 Transport for NSW admits the allegation in paragraph 22.

- 23 Transport for NSW does not plead to paragraph 23, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 24 Transport for NSW does not plead to paragraph 24, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 25 Transport for NSW does not plead to paragraph 25, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 26 Transport for NSW does not plead to paragraph 26, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 27 Transport for NSW does not plead to paragraph 27, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 28 Transport for NSW does not plead to paragraph 28, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 29 Transport for NSW does not plead to paragraph 29, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 30 Transport for NSW does not plead to paragraph 30, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 31 Transport for NSW does not plead to paragraph 31, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 32 Transport for NSW does not plead to paragraph 32, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 33 Transport for NSW does not plead to paragraph 33, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 34 Transport for NSW does not plead to paragraph 34, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 35 Transport for NSW does not plead to paragraph 35, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 36 Transport for NSW does not plead to paragraph 36, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 37 Transport for NSW does not plead to paragraph 37, which does not contain any allegation against it, and otherwise does not admit the paragraph.

38 Transport for NSW does not plead to paragraph 38, which does not contain any allegation against it, and otherwise does not admit the paragraph.

39 Transport for NSW does not plead to paragraph 39, which does not contain any allegation against it, and otherwise does not admit the paragraph.

40 Transport for NSW does not plead to paragraph 40, which does not contain any allegation against it, and otherwise does not admit the paragraph.

41 Transport for NSW does not plead to paragraph 41, which does not contain any allegation against it, and otherwise does not admit the paragraph.

GHD

42 Transport for NSW admits the allegation in paragraph 42.

43 Transport for NSW does not plead to paragraph 43, which does not contain any allegation against it, and otherwise does not admit the paragraph.

44 Transport for NSW does not plead to paragraph 44, which does not contain any allegation against it, and otherwise does not admit the paragraph.

45 Transport for NSW does not plead to paragraph 45, which does not contain any allegation against it, and otherwise does not admit the paragraph.

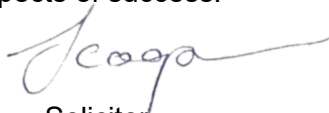
46 Transport for NSW does not plead to paragraph 46, which does not contain any allegation against it, and otherwise does not admit the paragraph.

47 Transport for NSW does not plead to paragraph 47, which does not contain any allegation against it, and otherwise does not admit the paragraph.

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 fifth cross-claim has reasonable prospects of success.

Signature



Capacity

Solicitor

Date of signature

27 March 2026