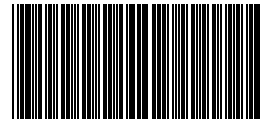




Filed: 2 April 2026 4:52 PM



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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	AECOM COST CONSULTING PTY LTD, Cross Defendant 5
Filed in relation to	Cross-Claim 5
Legal representative	Gregory McKenzie
Legal representative reference	
Contact name and telephone	Natale Ilardo
Your reference	GJM:2129148

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) (2026.04.02 Defence (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
Number of defendants	3

TITLE OF THIS CROSS-CLAIM

Cross-claimant	JACOBS GROUP (AUSTRALIA) PTY LTD ACN 001 024 095
First cross-defendant	BRETT ANDREW BUTTON
Number of cross-defendants	6

FILING DETAILS

Filed for	AECOM Cost Consulting Pty Limited , fifth cross-defendant
Legal representative	Greg McKenzie Lander & Rogers
Legal representative reference	PCN: P0000755 VIC Ref: GJM:2129148
Contact name and telephone	Greg McKenzie Tel. +61 3 9269 9000
Contact email	nilardo@landers.com.au

HEARING DETAILS

If the proceedings do not already have a listing date, they are to be listed at

PLEADING AND PARTICULARS

The fifth cross-defendant, Aecom Cost Consulting Pty Ltd ("**ACC**") pleads and responds to the Fifth Cross-Claim Statement of Cross-Claim ("**Fifth Cross-Claim**") filed 19 January 2026 as follows, adopting the defined terms therein and in ACC's Defence to the Amended Statement of Claim, unless stated otherwise or the context requires.

BRETT ANDREW BUTTON

1. ACC does not plead to paragraphs 1 to 3 of the Fifth Cross-Claim as they contain no allegations against ACC.

LINQ BUSLINES PTY LTD

2. ACC does not plead to paragraphs 4 to 6 of the Fifth Cross-Claim as they contain no allegations against ACC.

TfNSW

3. ACC does not plead to paragraphs 7 to 17 of the Fifth Cross-Claim as they contain no allegations against ACC.

ACCIONA INFRASTRUCTURE PROJECTS AUSTRALIA PTY LTD

4. ACC does not plead to paragraphs 18 to 20 of the Fifth Cross-Claim as they contain no allegations against ACC.

AECOM COST CONSULTING PTY LTD

5. ACC admits paragraph 21 of the Fifth Cross-Claim.
6. In answer to paragraph 22 of the Fifth Cross-Claim, ACC:
 - (a) says the Deed of Appointment was between RTA, Acciona and ACC and does not know what is meant by “inter alia” in the context of the paragraph; and
 - (b) otherwise admits the paragraph.
7. In answer to paragraph 23 of the Fifth Cross-Claim, ACC:
 - (a) admits the Deed of Appointment contained definitions as paraphrased in the paragraph;
 - (b) relies on the entirety of the Deed of Appointment as if pleaded herein in full; and
 - (c) says that the Project Verifier Services (as defined in paragraph 23(f) of the Fifth Cross-Claim) included, but were not limited to, obligations under cl 12.2(b), (d) and (h) of the Design and Construct Project Deed in respect of the preparation of Design Documentation (as defined in the Design and Construct Project Deed).
8. In answer to paragraph 24 of the Fifth Cross-Claim, ACC:
 - (a) admits the services to be performed by ACC under the Deed of Appointment included the services described in Schedule 2 to the Deed of Appointment paraphrased in the paragraph; and
 - (b) relies on the entirety of the Deed of Appointment as if pleaded herein in full.

9. In answer to paragraph 25 of the Fifth Cross-Claim, ACC:
 - (a) admits the Deed of Appointment contained obligations as paraphrased in the paragraph; and
 - (b) relies on the entirety of the Deed of Appointment as if pleaded herein in full.
10. In answer to paragraph 26 of the Fifth Cross-Claim, ACC:
 - (a) admits the Deed of Appointment contained an acknowledgement as paraphrased in the paragraph; and
 - (b) relies on the entirety of the Deed of Appointment as if pleaded herein in full.
11. In answer to paragraph 27 of the Fifth Cross-Claim, ACC:
 - (a) admits the Deed of Appointment contained an acknowledgement as paraphrased in the paragraph; and
 - (b) relies on the entirety of the Deed of Appointment as if pleaded herein in full.
12. In answer to paragraph 28 of the Fifth Cross-Claim, ACC:
 - (a) admits the Deed of Appointment contained a warranty as paraphrased in the paragraph; and
 - (b) relies on the entirety of the Deed of Appointment as if pleaded herein in full.
13. In answer to paragraph 29 of the Fifth Cross-Claim, ACC:
 - (a) admits the Deed of Appointment contained an acknowledgement as paraphrased in the paragraph; and
 - (b) relies on the entirety of the Deed of Appointment as if pleaded herein in full.
14. In answer to paragraph 30 of the Fifth Cross-Claim, ACC:
 - (a) admits the Deed of Appointment contained a warranty as paraphrased in the paragraph; and
 - (b) relies on the entirety of the Deed of Appointment as if pleaded herein in full.
15. In answer to paragraph 31 of the Fifth Cross-Claim, ACC:
 - (a) admits the Deed of Appointment contained an express term as paraphrased in the paragraph; and
 - (b) relies on the entirety of the Deed of Appointment as if pleaded herein in full.
16. In answer to paragraph 32 of the Fifth Cross-Claim, ACC:
 - (a) admits the Deed of Appointment contained an express term as paraphrased in the paragraph; and

- (b) relies on the entirety of the Deed of Appointment as if pleaded herein in full.
17. In answer to paragraph 33 of the Fifth Cross-Claim, ACC:
- (a) admits the Deed of Appointment contained an express term as paraphrased in the paragraph; and
 - (b) relies on the entirety of the Deed of Appointment as if pleaded herein in full.
18. In answer to paragraph 34 of the Fifth Cross-Claim, ACC:
- (a) admits the Deed of Appointment contained an express term as paraphrased in the paragraph; and
 - (b) relies on the entirety of the Deed of Appointment as if pleaded herein in full.
19. In answer to paragraph 35 of the Fifth Cross-Claim, ACC:
- (a) admits the Deed of Appointment contained warranties as paraphrased in the paragraph; and
 - (b) relies on the entirety of the Deed of Appointment as if pleaded herein in full.
20. In answer to paragraph 36 of the Fifth Cross-Claim, ACC:
- (a) admits the Deed of Appointment contained an express term as paraphrased in the paragraph; and
 - (b) relies on the entirety of the Deed of Appointment as if pleaded herein in full.
21. In answer to paragraph 37 of the Fifth Cross-Claim, ACC:
- (a) admits the Deed of Appointment contained an express term as paraphrased in the paragraph; and
 - (b) relies on the entirety of the Deed of Appointment as if pleaded herein in full.
22. In answer to paragraph 38 of the Fifth Cross-Claim, ACC:
- (a) admits that on or around 7 November 2014, ACC issued a certificate containing, amongst other things, the information set out in Schedule 16 of the Design and Construct Project Deed ("Schedule 16 Certificate") and relies on the entirety of the Schedule 16 Certificate as if pleaded herein in full;
 - (b) otherwise does not admit the paragraph; and
 - (c) says further that under the Design and Construct Project Deed other parties were required to certify that the Design Documentation complies with all of the requirements of the Design and Construct Project Deed, including the Scope of Works and Technical Criteria:

- (i) ACC, in reliance upon services it was required to Subcontract to GHD, was required by cl 12.2(h)(i) to issue a certificate in the form of Schedule 15 to the Design and Construct Project Deed;
- (ii) any Subcontractor involved in the preparation of a design was required by cl 12.2(h)(ii) to issue a certificate in the form of Schedule 26 to the Design and Construct Project Deed;
- (iii) Acciona was required by cl 12.2(h)(iii) to issue a certificate in the form of Schedule 20 to the Design and Construct Project Deed; and
- (iv) the Proof Engineer was required by cl 12.2(h)(iv) to issue a certificate in the form of Schedule 27 to the Design and Construct Project Deed.

23. ACC denies paragraph 39 of the Fifth Cross-Claim.

24. ACC denies paragraph 40 of the Fifth Cross-Claim.

25. ACC denies paragraph 41 of the Fifth Cross-Claim.

GHD

26. ACC does not plead to paragraphs 42 to 47 of the Fifth Cross-Claim as they contain no allegations against ACC.

SIGNATURE OF LEGAL REPRESENTATIVE

I certify under clause 4 of Schedule 2 of 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 cross-claim in these proceedings has reasonable prospects of success.

Signature



Capacity

Solicitor on record

Date of signature

02/04/2026