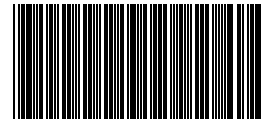




Filed: 7 May 2026 12:43 PM



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Form 8 (version 3)  
Rule 9.1

**FOURTH CROSS-CLAIM  
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<br>ABN 18804239602                 |
| Second Defendant     | ACCIONA INFRASTRUCTURE PROJECTS AUSTRALIA PTY<br>LTD |
| Number of defendants | 3                                                    |

**TITLE OF THIS CROSS-CLAIM (prior to amendment)**

|                            |                                                      |
|----------------------------|------------------------------------------------------|
| First Cross-claimant       | LINQ BUSLINES PTY. LTD.                              |
| First Cross-defendant      | Brett Andrew Button (MIN: 708188)                    |
| Second Cross-defendant     | ACCIONA INFRASTRUCTURE PROJECTS AUSTRALIA PTY<br>LTD |
| Number of cross-defendants | 7                                                    |

**FILING DETAILS**

|                                |                                           |
|--------------------------------|-------------------------------------------|
| Filed for                      | LINQ BUSLINES PTY. LTD., Cross Claimant 1 |
| Filed in relation to           | Cross-claim 4                             |
| 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 Amended Statement of Cross Claim (e-Services), along with any other documents listed below, were filed by the Court.

Amended Statement of Cross Claim (2026.05.07 Amended Fourth Statement of Cross-Claim(13951580.4).pdf)

[attach.]

Form 9 (version 6)  
UCPR 9.1

**FOURTH CROSS-CLAIM**  
**AMENDED 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 | <b>Adam James Bray</b>                                  |
| Defendant | <b>Transport for New South Wales ABN 18 804 239 602</b> |

**FOURTH CROSS-CLAIM**

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

**FILING DETAILS**

|                                |                                                                    |
|--------------------------------|--------------------------------------------------------------------|
| Filed for                      | <b>Linq Buslines Pty Ltd ACN 131 152 896</b> 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 ~~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.
- 2a At all material times Linq was engaged to provide private charter services to transport persons from a wedding in the Greta area, Hunter Valley NSW, and employed Mr Button and provided the bus provided for that purpose.
- 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 11~~2~~ of the First Cross-Claim against Linq, which contain ~~TfNSW's claims for damages~~ allegations against Linq for vicarious liability of Mr Button's breach of a duty of care owed to the plaintiff and group members (which is not admitted);
  - (b) repeats the allegations in paragraphs 6 to 13 of the Second Cross-Claim against Linq, ~~which contain Acciona's claim for damages against Linq~~ which contain allegations of vicarious liability of Mr Button's breach of a duty of care, and for breach of a freestanding duty of care owed to the plaintiff and to group members (which is not admitted);
  - (c) repeats the allegations in paragraphs 7 to 11~~2~~ of the Third Cross-Claim against Linq, which contain ~~ACC's claim for damages~~ allegation allegations against Linq

for vicarious liability of Mr Button's breach of a duty of care owed to the plaintiff and to group members (which is not admitted); and

- (d) repeats the allegations in paragraphs 36 to ~~57~~43 and ~~45 to 46~~ of the Third Cross-Claim against GHD, which contain ~~ACC's claim for damages against GHD~~ allegations concerning the basis of GHD's duty of care owed to the plaintiff and group members.

31 By undertaking the verification and certification of the design of the interchange, GHD owed the plaintiff and group members a duty:

- i. to ensure that the interchange, and its adjacent and surrounding area was safe for road users, including the plaintiff and group members;
- ii. to take reasonable precautions, to avoid the foreseeable risk of harm to road users, including the plaintiff and group members;
- iii. to ensure that the design of the interchange, and adjacent and surrounding areas, was compliant with accepted design practice and/or applicable standards and/or guidelines published by the Association of Australian and New Zealand Transport Agencies; and
- iv. to exercise reasonable skill and care in the performance of verification and certification of the design of the interchange.

32 The Amended Statement of Claim includes allegations of breach of duty concerning the design and construction of the interchange.

33 If and solely to the extent that Linq is liable to the plaintiff or group members in respect of any damage (which is denied), then by reason of the matters pleaded in paragraphs [28], [29], [31] – [32] above:

Statutory contribution

(a) Pursuant to s 5 of the *Law Reform (Miscellaneous Provisions) Act 1946 (NSW)* and s 12 of the *Law Reform (Miscellaneous Provisions) Act 1965 (NSW)*:

- i. GHD is a tortfeasor who is, or would if sued have been, liable in respect of the same damage; and, therefore; and
- ii. Linq is entitled to recover from GHD a complete indemnity, or alternatively such other amount of contribution as may be found by the Court to be just and equitable having regard to the extent of GHD's responsibility for the damage;

Equitable contribution

(b) In the alternative to subparagraph (a) above:

- i. GHD and Linq share a co-ordinate liability to make good that damage; and, therefore
- ii. Linq is entitled to recover equitable contribution from GHD.

~~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. if and to the extent that Linq discharges that 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) section 5 of the Law Reform (Miscellaneous Provisions) Act 1946 (NSW); and/or~~
  - ~~(ii) 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

7 May 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](http://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