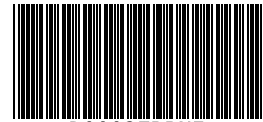




Filed: 17 July 2026 11:49 AM



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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	Jacobs Group (Australia) Pty Ltd
Second Cross Claimant	ACN 001024095 SMEC Australia Pty Limited
First Cross Defendant	BRETT ANDREW BUTTON
Second Cross Defendant	Linq Buslines Pty Ltd
Number of Cross Defendants	6

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

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 (Defence to Amended Fifth Cross Claim - TfNSW.pdf)

[attach.]

Form 7A (version 5)
UCPR 14.3

FIFTH CROSS CLAIM
DEFENCE TO AMENDED FIFTH CROSS-CLAIM
BY THIRD 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 amended 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 filed on 1 July 2026, 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 11FA 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) repeats paragraphs 15 to 19 of its defence to the Fourth Cross-Claim;
 - (e) does not plead to the balance of paragraph 12, which does not contain allegations against it; and
 - (f) 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.
- 17A 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.
- 17B In the alternative and in response to paragraphs 16 to 17A, Transport for NSW:
- (a) refers to paragraph 47 of the defences of Jacobs Group and SMEC to the First Cross-Claim;

- (b) says that if, as alleged in paragraph 47 of those defences (which is denied), former section 109ZK or current section 6.20 of the *Environmental Planning and Assessment Act 1979* (NSW) (EPAA) operates as a bar to recovery by Transport for NSW against Jacobs Group and SMEC, then former section 109ZK or current section 6.20 of the EPAA also operates as a limitation upon recovery by Jacobs Group and SMEC against Transport for NSW, including in circumstances where:
- (i) with respect to former section 109ZK(1) of the EPAA:
 - (A) the interchange was first used on 22 March 2014;
 - (B) if (which is denied) section 109ZK(1) applies, then by reason of the interchange first being used on 22 March 2014, the latest date for bringing a building action in relation to the design and construction of the interchange was 22 March 2024; and
 - (C) the fifth cross-claim was filed on 19 January 2026, being later than 22 March 2024;
 - (ii) with respect to section 6.20 of the EPAA:
 - (A) completion of the interchange occurred on 7 November 2014 at the latest;
 - (B) if (which is denied) section 6.20 applies, then by reason of the interchange being completed on 7 November 2014 at the latest, the latest date a civil action for loss or damage arising out of or in connection with defective building work with respect to the interchange could be brought was 7 November 2024; and
 - (C) the fifth cross-claim was filed on 19 January 2026, being later than 7 November 2024.

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

- 20B Transport for NSW does not plead to paragraph 20B, 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.
- 41A Transport for NSW does not plead to paragraph 41A, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 41B Transport for NSW does not plead to paragraph 41B, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 41C Transport for NSW does not plead to paragraph 41C, which does not contain any allegation against it, and otherwise does not admit the paragraph.

GHD

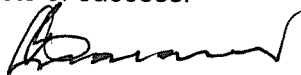
- 42 Transport for NSW admits the allegation in paragraph 42.
- 43 Transport for NSW does not plead to paragraph 43, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 44 Transport for NSW does not plead to paragraph 44, which does not contain any allegation 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.
- 45A Transport for NSW does not plead to paragraph 45A, which does not contain any allegation against it, and otherwise does not admit the paragraph.

- 45B Transport for NSW does not plead to paragraph 45B, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 45C Transport for NSW does not plead to paragraph 45C, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 45D Transport for NSW does not plead to paragraph 45D, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 45E Transport for NSW does not plead to paragraph 45E, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 45F Transport for NSW does not plead to paragraph 45F, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 45G Transport for NSW does not plead to paragraph 45G, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 45H Transport for NSW does not plead to paragraph 45H, which does not contain any allegation against it, and otherwise does not admit the paragraph.
- 45I Transport for NSW does not plead to paragraph 45A, 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~~ 17 July 2026