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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
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 Refer to Party Details at rear for full list of parties

FILING DETAILS

Filed for	ACCIONA INFRASTRUCTURE PROJECTS AUSTRALIA PTY LTD, Cross Defendant 4
Filed in relation to	Cross-Claim 5
Legal representative	Michael Bath
Legal representative reference	
Contact name and telephone	Aristea Friedrich

Your reference

02 8315 2706
169881

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) (202600626 Defence to DJV's 5XC.pdf)

[attach.]

Form 7A (version 5)
UCPR 14.3

DEFENCE TO AMENDED 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)

TITLE OF FIFTH CROSS-CLAIM

First cross-claimant	Jacobs Group (Australia) Pty Ltd (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 Ltd (ACN 131 153 896)
Third cross-defendant	Transport for New South Wales (ABN 18 804 239 602)
Fourth cross-defendant	Acciona Infrastructure Projects Australia Pty Ltd (ACN 000 201 516)
Fifth cross-defendant	Aecom Cost Consulting Pty Ltd (ACN 000 201 516)
Sixth cross-defendant	GHD Pty Ltd (ACN 008 488 373)

FILING DETAILS

Filed for	Acciona Infrastructure Projects Australia Pty Ltd, fourth cross-defendant
Filed in relation to	Amended fifth cross-claim (filed 1 July 2026)
Legal representative	Michael Ronald Bath, Carter Newell Lawyers

Legal representative reference MRB:AXF:169881
 Contact name and telephone Aristeia Friedrich, 8315 2706
 Contact email afriedrich@carternewell.com

HEARING DETAILS

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

PLEADINGS AND PARTICULARS

This is the defence of the fourth cross-defendant ("**Acciona**") to the statement of cross-claim (amended fifth cross-claim) filed by the cross-claimants ("**Jacobs and SMEC**") on 1 July 2026 ("**Jacobs' and SMEC's Amended Cross-Claim**"). Below, the term:

- "**ASOC**" means the plaintiff's amended statement of claim filed 15 July 2025, and "**Defence to the ASOC**" means Acciona's defence filed 7 August 2025 to the ASOC;
- "**Linq's Cross-Claim**" means the statement of cross-claim (fourth cross-claim) filed 16 January 2026;
- "**Transport's Further Amended Cross-Claim**" means the amended statement of cross-claim (first cross-claim) filed 26 June 2026, and "**Defence to Transport's Further Amended Cross-Claim**" means Acciona's defence filed 23 July 2026 to Transport's Further Amended Cross-Claim;
- "**Acciona's Cross-Claim**" means the statement of cross-claim (second cross-claim) filed 17 September 2025;
- "**Aecom's Cross-Claim**" means the statement of cross-claim (third cross-claim) filed 27 October 2025, and "**Defence to Aecom's Cross-Claim**" means Acciona's defence filed 16 January 2026 to Aecom's Cross-Claim; and
- "**DJV Subcontract**" has the same meaning as defined in Acciona's Cross-Claim at paragraph 17.

BRETT ANDREW BUTTON

- 1 In response to paragraphs 1 to 3 of Jacobs' and SMEC's Amended Cross-Claim, Acciona:
 - (a) repeats paragraphs 2 to 5 of its Defence to Transport's Further Amended Cross-Claim;
 - (b) repeats paragraphs 1 to 5 of Acciona's Cross-Claim; and

- (c) otherwise does not admit the paragraphs, which do not make any allegations against Acciona or in support of the case against it.

LINQ BUSLINES PTY LTD

- 2 In response to paragraphs 4 to 6 of Jacobs' and SMEC's Amended Cross-Claim, Acciona:
 - (a) repeats paragraphs 6 to 14 of Acciona's Cross-Claim; and
 - (b) otherwise does not admit the paragraphs, which do not make any allegations against Acciona or in support of the case against it.

TRANSPORT FOR NSW

- 3 In response to paragraph 7 to 17A of Jacobs' and SMEC's Amended Cross-Claim, Acciona:
 - (a) repeats paragraphs 78 to 86 of Acciona's Cross-Claim; and
 - (b) otherwise does not admit the paragraphs, which do not make any allegations against Acciona or in support of the case against it.

ACCIONA INFRASTRUCTURE PROJECTS AUSTRALIA PTY LTD

Formalities

- 4 Acciona admits paragraph 18 of Jacobs' and SMEC's Amended Cross-Claim.

References to other pleadings

- 5 In response to paragraph 19 of Jacobs' and SMEC's Amended Cross-Claim, Acciona, in response to:
 - (a) subparagraph (a) - repeats paragraphs 12 to 28 of its Defence to the ASOC;
 - (b) subparagraph (b) – repeats paragraph 41 of its Defence to Transport's Further Amended Cross Claim;
 - (c) subparagraph (c) – repeats paragraphs to 9 to 39 of its Defence to Transport's Further Amended Cross Claim
 - (d) second subparagraphs (a) and (b) - repeats paragraph 9 of its Defence to Aecom's Cross-Claim;
 - (e) second subparagraph (c) - repeats paragraphs 5 to 8 of its Defence to Aecom's Cross-Claim
 - (f) subparagraph (d) – repeats paragraph 9 of its Defence to Linq's Cross-Claim;
 - (g) subparagraph (e) – repeats paragraph 10 of its Defence to Linq's Cross-Claim

- (h) subparagraph (f) - repeats paragraphs 3 to 6 of its Defence to Linq's Cross-Claim.

Contribution sought re: claims pleaded in Aecom's Cross-Claim

- 6 In response to paragraph 20 of Jacobs' and SMEC's Amended Cross-Claim, Acciona:
- (a) repeats its Defence to Aecom's Cross-Claim;
 - (b) repeats paragraphs 15 to 48 of Acciona's Cross-Claim;
 - (c) says that:
 - i. it was an express term of the DJV Subcontract that Acciona will not be liable upon any claim by Jacobs and SMEC in respect of any matter arising out of the DJV Subcontract unless the claim together with full particulars thereof is notified in writing to Acciona not later than 10 Business Days (as defined in the DJV Subcontract) after the date of the commencement of the events or circumstances on which the claim is based, or not later than 10 Business Days after the date that Jacobs and SMEC should reasonably have become aware of the events or circumstances, whichever is the later ("**Notification Requirement**");

Particulars

Clause 33.

- ii. Jacobs and SMEC have never complied with the Notification Requirement; and, therefore
 - iii. Acciona can have no liability to Jacobs or SMEC, either as claimed in paragraph 20(c) of Jacobs' and SMEC's Cross-Claim, or at all; and
- (d) otherwise denies the paragraph.
- 7 In response to paragraph 20A of Jacobs' and SMEC's Amended Cross-Claim, Acciona:
- (a) repeats its Defence to Transport's Further Amended Cross-Claim;
 - (b) repeats paragraphs 15 to 48 of Acciona's Cross-Claim;
 - (c) repeats paragraph 6(c) of this Defence; and
 - (d) otherwise denies the paragraph.

- 8 In response to paragraph 20B of Jacobs' and SMEC's Amended Cross-Claim, Acciona:

- (a) repeats its Defence to Linq's Cross-Claim;
- (b) denies that it is a tortfeasor liable to Linq Buslines; and
- (c) otherwise denies the paragraph.

AECOM COST CONSULTING PTY LTD

9 In response to paragraphs 21 to 41C of Jacobs' and SMEC's Cross-Claim, Acciona:

- (a) repeats paragraphs 49 to 77 of Acciona's Cross-Claim; and
- (b) otherwise does not admit the paragraphs, which do not make any allegations against Acciona or in support of the case against it.

GHD

10 In response to paragraphs 42 to 47 of Jacobs' and SMEC's Cross-Claim, Acciona:

- (a) repeats paragraphs 10 to 18 of its Defence to Aecom's Cross-Claim; and
- (b) otherwise does not admit the paragraphs, which do not make any allegations against Acciona or in support of the case against it.

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 these proceedings has reasonable prospects of success.

Signature



Capacity

Solicitor on record

Date of signature

23 July 2026