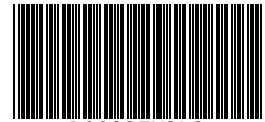




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Amended Defence

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	AECOM COST CONSULTING PTY LTD ACN 008657289
First Cross Defendant	BRETT ANDREW BUTTON
Second Cross Defendant	LINQ BUSLINES PTY. LTD.
Number of Cross Defendants	7

FILING DETAILS

Filed for	SMEC AUSTRALIA PTY. LIMITED,Cross Defendant 6
Filed in relation to	Cross-Claim 3
Legal representative	Matthew Smith
Legal representative reference	
Telephone	02 9210 4572

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.

Amended Defence (Defence (DJV) to 3XC 2026 08 19 Amended.pdf)

[attach.]

Form 7A (version 5)
UCPR 14.3

THIRD CROSS-CLAIM

AMENDED DEFENCE TO CROSS-CLAIM

COURT DETAILS

Court	Supreme Court of New South Wales
Division	Common Law Division
List	General List
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 008 657 289

TITLE OF THIRD CROSS-CLAIM

Cross-claimant	Aecom Cost Consulting Pty Ltd ACN 000 201 516
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	Jacobs Group (Australia) Pty Ltd ACN 001 024 095
Sixth cross-defendant	SMEC Australia Pty Ltd ACN 065 475 149
Seventh cross-defendant	GHD Pty Ltd ACN 008 488 373

FILING DETAILS

Filed for	Jacobs Group (Australia) Pty Ltd ACN 001 024 095 Fifth cross-defendant SMEC Australia Pty Ltd ACN 065 475 149 Sixth cross-defendant
Filed in relation to	Cross-Claimant's Third Cross-Claim
Legal representative	Alex McKellar, HFW Australia for the Fifth cross-defendant Matthew Smith, Clyde & Co for the Sixth cross-defendant
Legal representative reference	HFW reference: 92929/11 Clyde & Co reference: 10762844
Contact name and telephone	Alex McKellar (03) 8601 4504 Steven Lurie (02) 9210 4404

Contact email

alex.mckellar@hfw.com
steven.lurie@clydeco.com

PLEADINGS AND PARTICULARS

This is the joint amended defence of the fifth cross-defendant, Jacobs Group (Australia) Pty Ltd (**Jacobs**, defined as "SKM" in the Third Cross Claim) and the sixth cross-defendant, SMEC Australia Pty Ltd (**SMEC**) to the third cross-claim statement of cross-claim (**Third Cross-Claim**) filed 27 October 2025.

The headings of the Third Cross-Claim and terms defined within the Third Cross-Claim are adopted herein unless otherwise defined. This approach has been adopted solely to assist the Court and the parties to the dispute and is not in any way an admission by Jacobs or SMEC to any part of the Third Cross-Claim.

To the extent allegations are made in the pleadings concerning "group members" such group members have not yet been identified. It is not possible to plead to allegations concerning group members until the group members have been identified.

- 1 Jacobs and SMEC note ~~do not plead to~~ paragraph 1.

Brett Andrew Button

- 2 Jacobs and SMEC admit paragraph 2.

- 3 In answer to paragraph 3, Jacobs and SMEC:

- a. admit paragraph 3(a);

- b. in answer to paragraph 3(b):

- i. admit the paragraph insofar as it relates to the plaintiff;

- ii. do not admit the balance of the paragraph and say, in so far as the paragraph relates to "group members" who were not passengers of the bus", that until the "group members who were not passengers" are identified, it is not possible to say whether the driver owed them a duty of care to avoid causing them harm.

- c. ~~that, in so far as the "group members" allege they have suffered compensable mental harm, the limitation on recovery in section 30 of the *Civil Liability Act 2002* (NSW) (**CLA**) applies.~~

- 4 Jacobs and SMEC admit paragraph 4.

5 In answer to paragraph 5, Jacobs and SMEC:

- a. admit the paragraph in so far as it relates to the plaintiff and any group members who were passengers of the bus;
- b. do not admit the balance of the paragraph and rely upon and repeat paragraph 3b(ii) above.

6 Jacobs and SMEC admit paragraph 6.

Linq Buslines

7 Jacobs and SMEC admit paragraphs 7 to 10.

8 In answer to paragraph 11, Jacobs and SMEC:

- a. admit the paragraph in so far as it relates to the plaintiff and any group members who were passengers of the bus;
- b. do not admit the balance of the paragraph and rely upon and repeat paragraph 3b(ii) above.

9 In answer to paragraph 12, Jacobs and SMEC:

- a. admit the paragraph in so far as it relates to the plaintiff and any group members who were passengers of the bus;
- b. do not admit the balance of the paragraph and rely upon and repeat paragraph 3b(ii) above.

Transport for NSW

10 Jacobs and SMEC admit paragraphs 13 and 14.

11 Jacobs and SMEC do not admit ~~plead to and make no admission in respect of paragraphs 15, 16 and to 17.~~

Acciona Infrastructure Projects Australia Pty Ltd

12 Jacobs and SMEC admit paragraph 18.

12A ~~Jacobs and SMEC do not plead to and make no admission in respect of paragraphs 19, 20 and 21.~~ In answer to paragraph 19, Jacobs and SMEC:

- a. do not admit subparagraphs 19(a) to 19(b); and
- b. in answer to subparagraph 19(c), refer to and rely upon paragraphs 10 to 12 and 16 to 18 of Jacobs' and SMEC's Defence to the Further Amended First Cross-Claim; and

- c. in answer to subparagraph 19(d), refer to and rely upon paragraphs 19 to 23 and 25 to 27 of Jacobs' and SMEC's Defence to the Further Amended First Cross-Claim.

13 Jacobs and SMEC do not admit paragraphs 20 to 21.

Jacobs Group (Australia) Pty Ltd

14 Jacobs and SMEC admit paragraph 22.

15 In answer to paragraph 23, Jacobs and SMEC:

- a. do not admit ~~plead to and make no admission in respect of~~ subparagraph 23(a) and 23(b);
- b. in answer to subparagraph 23(b), refer to and rely upon paragraphs 19 to 23 of Jacobs' and SMEC's Defence to the Further Amended First Cross-Claim and paragraphs 27 to 28 of Jacobs' and SMEC's Defence to the Further Amended First Cross-Claim;
- c. in answer to subparagraph 23(c) refer to and rely upon paragraphs 47 to 50 of Jacobs' and SMEC's Amended Defence to the Second Cross-Claim;
- d. in answer to subparagraph 23(d), refer to and rely upon paragraphs 12 to 33 and 37 to 38 of Jacobs' and SMEC's Amended Defence to the Second Cross-Claim;

16 Jacobs and SMEC deny paragraphs 24 to 28.

SMEC Australia Pty Ltd

17 Jacobs and SMEC admit paragraph 29.

18 In answer to paragraph 30, Jacobs and SMEC:

- a. do not admit ~~plead to and make no admission in respect of~~ subparagraphs 30(a) and 30(b) ~~as they contain no allegations against them;~~
- b. in answer to subparagraph 30(b), refer to and rely upon paragraphs 19 to 23 of Jacobs' and SMEC's Defence to the Further Amended First Cross-Claim and paragraphs 27 to 28 of Jacobs' and SMEC's Defence to the Further Amended First Cross-Claim;
- c. in answer to subparagraph 30(c) refer to and rely upon paragraphs 47 to 50 of Jacobs' and SMEC's Defence to the Second Cross-Claim;
- d. in answer to subparagraph (d), refer to and rely upon paragraphs 12 to 33 and

37 to 38 of Jacobs' and SMEC's Defence to the Second Cross-Claim;

19 Jacobs and SMEC deny paragraphs 31 to 35.

GHD Pty Ltd

20 Jacobs and SMEC admit paragraphs 36 to 3745.

20A In answer to paragraphs 38 to 45, Jacobs and SMEC:

- a. admit the paragraphs; and
- b. otherwise rely on the terms of the GHD Subcontract as if set out in full.

21 Jacobs and SMEC do not admit paragraph 46.

22 Jacobs and SMEC do not admit ~~plead to and make no admission in respect of~~ paragraphs 47 to 57.

Limitation under the EPA Act

23 In further answer to the whole of the Third Cross-Claim, Jacobs and SMEC say that:

- a. the works which are the subject of the claim brought by ACC against Jacobs and SMEC in the Third Cross-Claim, were building work:
 - i. within the meaning of section 109ZK(1) of the *Environmental Planning and Assessment Act 1979* (NSW) applicable prior to 1 March 2018 (**Former EPA Act**); and
 - ii. from 1 March 2018 onwards, within the meaning of sections 6.19 and 6.20(1) of the *Environmental Planning and Assessment Act 1979* (NSW) (**EPA Act**).
- b. the claim brought by ACC against Jacobs and SMEC in the Third Cross-Claim is:
 - i. a building action within the meaning of sections 109ZI and 109ZK of the **Former EPA Act**; and
 - ii. a civil action for loss or damage arising out of or in connection with defective building work within the meaning of section 6.20(1) of the **EPA Act**;
- c. the claim brought by ACC against Jacobs and SMEC in the Third Cross-Claim is not a claim for recovery of damages for death or personal injury arising out of or concerning defective building work within the meaning

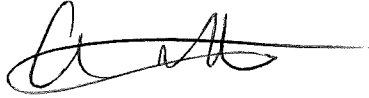
of section 109ZL of the Former EPA Act or section 6.21 of the EPA Act;

- d. with respect to section 109ZK of the Former EPA Act:
 - i. the building work the subject of the claim brought by ACC against Jacobs and SMEC in the Third Cross-Claim was first used on 22 March 2014;
 - ii. by reason of (i), the latest date for bringing a building action in relation to that building work was 22 March 2024;
 - iii. the Third Cross Claim was filed on 27 October 2025;
 - iv. in the premises pleaded at (a)-(d)(iii), the claim brought by ACC against Jacobs and SMEC in the Third Cross-Claim is barred by operation of section 109ZK of the Former EPA Act;
- e. further and in the alternative, with respect to section 6.20 of the EPA Act:
 - i. the building work the subject of the claim brought by ACC against Jacobs and SMEC in the Third Cross-Claim was completed by 7 November 2014;
 - ii. by reason of (i), the latest date for bringing a building action in relation to that building work was 7 November 2024;
 - iii. the Third Cross Claim was filed on 27 October 2025;
 - iv. in the premises pleaded at (a)-(c) and (e)(i)-(iii), the claim brought by ACC against Jacobs and SMEC in the Third Cross-Claim is barred by operation of section 6.20 of the EPA Act.

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 for the Fifth Cross-Defendant to the
Third Cross-Claim

Date of signature

19/8/26

Signature



Capacity

Solicitor on record for the Sixth Cross-Defendant to the
Third Cross-Claim, by his partner, S. Lurie

Date of signature

19 August 2026