Republic of the Philippines
Supreme Court
Baguio City

FIRST DIVISION

MIGUEL KIM, Petitioner,

G.R. No. 206306

-versus-

SLIMMERS WORLD INTERNATIONAL, ALBERT CUESTA, and DINAH QUINTO, Respondents.

G.R. No. 206321

SLIMMERS WORLD INTERNATIONAL, ALBERT CUESTA, and DINAH QUINTO, Petitioners,

-versus-

MIGUEL KIM, Respondent.

Present:

GESMUNDO, *C.J., Chairperson,*
HERNANDO,
ZALAMEDA,
ROSARIO, and
MARQUEZ, *JJ.*

Promulgated:

APR 03 2024

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DECISION

MARQUEZ, *J.*:

Adelaida, then 59 years old, availed of the 12-visit personal training program of a fitness center. Shortly after her workout on her 12th session, she complained of a headache and vomited. The gym staff immediately brought

her to the hospital. After three days, she died. Her husband, Miguel, is now suing the fitness center for damages.

Before the Court are two consolidated petitions for review on *certiorari*[1] under Rule 45, Rules of Court, assailing the Decision[2] and Resolution[3] of the Court of Appeals (CA) which affirmed with modification the Decision[4] of the Regional Trial Court (RTC) finding Slimmers World International (Slimmers World), Albert Cuesta (Cuesta), and Dinah Quinto (Quinto) negligent in their operation of a fitness center and thus liable for damages resulting from the death of their client, Adelaida Kim (Adelaida), wife of Miguel Kim (Miguel).

Slimmers World, operated by Behavior Modification Inc., is a Philippine corporation engaged in the business of managing a chain of fitness centers. Cuesta was employed as its fitness trainer while Quinto was its managing director.[5]

On April 8, 1991, Adelaida, then 50 years old, became a lifetime member of Slimmers World. Nine years later, in June 2000, she availed of the fitness center's biometrics program or the 12-visit personal training program with Cuesta as her personal trainer. In the morning of July 25, 2000, Adelaida went for her last session with Cuesta.[6]

After her workout and while still within the premises, Adelaida complained of headache, nausea, and discomfort. The gym staff took her blood pressure which yielded a high result. Thus, she took her medication for hypertension. As she was changing her clothes, she vomited. Consequently, the gym staff brought her to Our Lady of Grace Hospital (OLGH) in a tricycle. At 9:33 a.m., the attending physician diagnosed her to be suffering from essential hypertension.[7]

At 12:50 p.m. of the same day, Adelaida was transferred to the Chinese General Hospital (CGH), which was equipped with more advanced facilities for better monitoring. There, she immediately underwent a CT scan which revealed a mass in her brain. The doctors informed Miguel that they could no

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[1] *Rollo* (G.R. No. 206306), pp 9–31; *rollo* (G.R. No 206321), pp. 29–133.

[2] *Rollo* (G.R. No. 206306), pp. 33–49. The October 8, 2012 Decision in CA-G.R. CV No. 96344 was penned by Associate Justice Isaias P. Dicdican and concurred in by Associate Justices Michael P. Elbinias and Nina G. Antonio-Valenzuela of the Thirteenth Division, Court of Appeals, Manila.

[3] *Id.* at 51–52. The March 12, 2013 Resolution in CA-G.R. CV No. 96344 was penned by Associate Justice Isaias P. Dicdican and concurred in by Associate Justices Michael P. Elbinias and Nina G. Antonio-Valenzuela of the Thirteenth Division, Court of Appeals, Manila.

[4] *Id.* at 53–62. The October 29, 2009 Decision in Civil Case No. C-19450 was penned by Presiding Judge Dionisio C. Sison of Branch 125, Regional Trial Court, Caloocan City.

[5] *Id.* at 34.

[6] *Id.*

[7] *Id.* at 34–35.

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longer do anything. Three days later, or on July 28, 2000, Adelaida died due to cerebral hemorrhage and severe hypertension.[8]

On October 17, 2000, Miguel sent a letter to Slimmers World, Cuesta, and Quinto demanding the payment of damages as their negligence caused the death of his wife. When they denied liability, Miguel filed a Complaint before the RTC on November 28, 2000.[9] In their Answer, Slimmers World, Cuesta, and Quinto insisted that Adelaida's concealment of her hypertension and their observance of proper procedure in medical emergencies absolved them from liability.[10]

On October 29, 2009, the RTC granted Miguel's complaint for damages, finding that the gross negligence of Slimmers World, Cuesta, and Quinto was the proximate cause of Adelaida's death. The dispositive portion of the RTC's Decision reads:

> WHEREFORE, judgment is hereby rendered in favor of the plaintiff and against the defendants ordering the latter to jointly and severally:
>
> 1. Indemnify the victim's heirs represented herein by the plaintiff the amount of [PHP] 50,000.00 for the death of the victim; and
>
> 2. Pay the plaintiff to wit:
>
>   a) The sum of [PHP] 299,418.94 as actual damages;
>
>   b) The sum of [PHP] 500,000.00 as moral damages;
>
>   c) The sum of [PHP] 200,000.00 as exemplary damages; and
>
>   d) The sum of [PHP] 300,000.00 as attorney's fees.
>
> SO ORDERED.[11]

In a Decision dated October 8, 2012, the CA affirmed the RTC's ruling with modification as to the award of damages, *viz*:

> **WHEREFORE**, in view of the foregoing premises, judgment is hereby rendered by us **AFFIRMING** the Decision dated October 29, 2009 rendered by Branch 125 of the Regional Trial Court of the National Capital Judicial Region in Caloocan City in Civil Case No. C-19450 with the **MODIFICATION** that the award of moral and exemplary damages in favor of the plaintiff-appellee is hereby reduced to [PHP] 50,000.00 each. With regard to the award of attorney's fees, the same is hereby deleted for lack of basis.

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[8] *Id.* at 35.
[9] *Id.* at 35–36.
[10] *Id.* at 36.
[11] *Id.* at 62.

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SO ORDERED.[12] (Emphasis in the original)

The appellate court ruled that Slimmers World, Cuesta, and Quinto committed several transgressions evincing negligence. *First*, while Adelaida indicated "no" on the questionnaire provided for high blood pressure and hypertension, the fitness center still had to determine her general health before acceptance to its program. *Second*, the fitness center failed to prove that the program was under medical supervision as it represented in newspaper advertisements. *Third*, the gym staff still allowed Adelaida to proceed with her workout without taking her blood pressure and despite being informed that she was suffering from a headache.[13]

In a Resolution dated March 12, 2013, the CA denied the Motions for Reconsideration of both parties.[14]

In his Petition filed before the Court docketed as G.R. No. 206306, Miguel contends that the CA erred in reducing the award of moral and exemplary damages, deleting the award of attorney's fees, and failing to order the payment of legal interest.[15]

In their Petition[16] filed before the Court docketed as G.R. No. 206321, Slimmers World and Quinto (collectively referred to as Slimmers World et al.) argue that Miguel failed to prove negligence on their part and that said negligence was the proximate cause of Adelaida's death. Adelaida explicitly declared that she was not hypertensive and that she was feeling fine before the workout. After she complained of a headache, she was immediately taken to the nearest hospital. Moreover, the fitness center had no duty to maintain a doctor at all times or to take the blood pressure of all its clients.[17]

Hence, the issue brought before the Court is whether Slimmers World et al. should be held liable for damages resulting from the death of Adelaida. We do not think so.

Prefatorily, it must be noted that the present case constitutes an exception to the general rule that only questions of law may be raised in petitions for review on *certiorari* under Rule 45.[18] Records show the need to

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[12] *Id.* at 48.
[13] *Id.* at 40–41.
[14] *Id.* at 51–52.
[15] *Id.* at 9.
[16] *Rollo* (G.R. No. 206321), p. 33. Counsel for petitioners in G.R. No. 206321 explained that Albert Cuesta's whereabouts are no longer known to Slimmers World International "since he resigned from his post sometime in 2001 and reportedly worked abroad." Thus, they can no longer represent him in the proceedings.
[17] *Id.* at 77.
[18] *Allarey v. Dela Cruz,* G.R. No. 250919, November 10, 2021 [Per J. Carandang, Third Division] at 8. This pinpoint citation refers to the copy of the Decision uploaded to the Supreme Court website.

carefully re-examine the factual findings to determine whether the courts below failed to notice certain relevant facts which, if properly considered, would justify a different conclusion.[19]

It is observed that the courts *a quo* relied on different provisions of law in holding Slimmers World et al. liable for damages. The RTC cited Article 2176[20] of the Civil Code which governs quasi-delicts whereas the CA cited Article 1172[21] which governs contractual obligations. In *Orient Freight International, Inc. v. Keihin-Everett Forwarding Company, Inc.*,[22] the Court elaborated on the differences between the two in the following wise:

> *Negligence may either result in culpa aquiliana or culpa contractual. Culpa aquiliana is the "the wrongful or negligent act or omission which creates a vinculum juris and gives rise to an obligation between two persons not formally bound by any other obligation," and is governed by Article 2176 of the Civil Code:*
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> > Article 2176. Whoever by act or omission causes damage to another, there being fault or negligence, is obliged to pay for the damage done. Such fault or negligence, if there is no pre-existing contractual relation between the parties, is called a quasi-delict and is governed by the provisions of this Chapter.
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> *Negligence in culpa contractual, on the other hand, is "the fault or negligence incident in the performance of an obligation which already existed, and which increases the liability from such already existing obligation." This is governed by Articles 1170 to 1174 of the Civil Code:*
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> > Article 1170. Those who in the performance of their obligations are guilty of fraud, negligence, or delay, and those who in any manner contravene the tenor thereof, are liable for damages.

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[19] In *Microsoft Corp. v. Farajallah*, 742 Phil. 775, 785 (2014) [Per Acting C.J. Carpio, Second Division], cited in *Allarey v. Dela Cruz*, G.R. No. 250919, November 10, 2021 [Per J. Carandang, Third Division], the Court provided the following instances when a review of the factual findings of the CA is proper: (1) when the factual findings of the Court of Appeals and the trial court are contradictory; (2) when the conclusion is a finding grounded entirely on speculations, surmises, or conjectures; (3) when the inference made by the Court of Appeals from its findings of fact is manifestly mistaken, absurd, or impossible; (4) when there is a grave abuse of discretion in the appreciation of facts; (5) when the appellate court, in making its findings, went beyond the issues of the case and such findings are contrary to the admissions of both appellant and appellee; (6) when the judgment of the Court of Appeals is premised on a misapprehension of facts; (7) when the Court of Appeals failed to notice certain relevant facts which, if properly considered, would justify a different conclusion; (8) when the findings of fact are themselves conflicting; (9) when the findings of fact are conclusions without citation of the specific evidence on which they are based; and (10) when the findings of fact of the Court of Appeals are premised on the absence of evidence but such findings are contradicted by the evidence on record.

[20] Art. 2176. Whoever by act or omission causes damage to another, there being fault or negligence, is obliged to pay for the damage done. Such fault or negligence, if there is no pre-existing contractual relation between the parties, is called a quasi-delict and is governed by the provisions of this Chapter. (1902a)

[21] Art. 1172. Responsibility arising from negligence in the performance of every kind of obligation is also demandable, but such liability may be regulated by the courts, according to the circumstances. (1103)

[22] 816 Phil. 163 (2017) [Per J. Leonen, Second Division].

> Article 1171. Responsibility arising from fraud is demandable in all obligations. Any waiver of an action for future fraud is void.
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> Article 1172. Responsibility arising from negligence in the performance of every kind of obligation is also demandable, but such liability may be regulated by the courts, according to the circumstances.
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> Article 1173. The fault or negligence of the obligor consists in the omission of that diligence which is required by the nature of the obligation and corresponds with the circumstances of the persons, of the time and of the place. When negligence shows bad faith, the provisions of articles 1171 and 2201, paragraph 2, shall apply.
>
> If the law or contract does not state the diligence which is to be observed in the performance, that which is expected of a good father of a family shall be required.
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> Article 1174. Except in cases expressly specified by the law, or when it is otherwise declared by stipulation, or when the nature of the obligation requires the assumption of risk, no person shall be responsible for those events which could not be foreseen, or which, though foreseen, were inevitable.

> *Actions based on contractual negligence and actions based on quasi-delicts differ in terms of conditions, defenses, and proof. They generally cannot co-exist. Once a breach of contract is proved, the defendant is presumed negligent and must prove not being at fault. In a quasi-delict, however, the complaining party has the burden of proving the other party's negligence* [.][23] (Emphasis supplied)

In *Dr. Huang v. Philippine Hoteliers, Inc.*,[24] the Court expounded on the distinctive characteristics as follows:

> In that regard, this Court finds it significant to take note of the following differences between *quasi-delict* (*culpa aquiliana*) and breach of contract (*culpa contractual*). In *quasi-delict*, negligence is direct, substantive and independent, while in breach of contract, negligence is merely incidental to the performance of the contractual obligation; there is a pre-existing contract or obligation. In *quasi-delict*, the defense of "good father of a family" is a complete and proper defense insofar as parents, guardians and employers are concerned, while in breach of contract, such is not a complete and proper defense in the selection and supervision of employees. In *quasi-delict*, there is no presumption of negligence and it is incumbent upon the injured party to prove the negligence of the defendant, otherwise, the former's complaint will be dismissed, while in breach of contract, negligence is presumed so long as it can be proved that there was breach of the contract and the burden is

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[23] *Id.* at 175–176.

[24] 700 Phil. 327 (2012) [Per J. Perez, Second Division].

> on the defendant to prove that there was no negligence in the carrying out of the terms of the contract; the rule of *respondeat superior* is followed.[25]

After a judicious review of the case records, the Court finds that Slimmers World et al. can neither be held answerable for contractual negligence nor for quasi-delict.

Contrary to the CA's findings, Miguel's claim based on *culpa contractual* must necessarily fail. The Court has consistently held that in actions involving contractual negligence, once a breach of contract is proved, the defendant is presumed negligent and must prove not being at fault.[26] For the presumption to apply, however, the plaintiff must first establish the existence of the contract and the defendant's failure to perform his or her obligation therein.[27] In *Sps. Carbonell v. Metropolitan Bank and Trust Co.*,[28] the Court emphasized:

> *In order to maintain their action for damages, the petitioners must establish that their injury resulted from a breach of duty that the respondent had owed to them, that is, there must be the concurrence of injury caused to them as the plaintiffs and legal responsibility on the part of the respondent.* Underlying the award of damages is the premise that an individual was injured in contemplation of law. *In this regard, there must first be a breach of some duty and the imposition of liability for that breach before damages may be awarded; and the breach of such duty should be the proximate cause of the injury.* That was not so in this case.
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> It is true that the petitioners suffered embarrassment and humiliation in Bangkok. Yet, we should distinguish between damage and injury. In *The Orchard Golf & Country Club, Inc. v. Yu*, the Court has fittingly pointed out the distinction, *viz.*:
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>> x x x Injury is the illegal invasion of a legal right, damage is the loss, hurt, or harm which results from the injury; and damages are the recompense or compensation awarded for the damage suffered. *Thus, there can be damage without injury in those instances in which the loss or harm was not the result of a violation of a legal duty.* These situations are often called *dammum absque injuria.*
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> *In every situation of damnum absque injuria, therefore, the injured person alone bears the consequences because the law affords no remedy for damages resulting from an act that does not amount to a legal injury or wrong* [.] [29] (Emphasis supplied)

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[25] *Id.* at 357–358.

[26] *Orient Freight International, Inc. v. Keihin-Everett Forwarding Co., Inc.*, 816 Phil. 163, 176 (2017) [Per J. Leonen, Second Division].

[27] *Torres-Madrid Brokerage, Inc. v. FEB Mitsui Marine Insurance Co., Inc.*, 789 Phil. 413, 427 (2016) [Per J. Brion, Second Division].

[28] 809 Phil. 725 (2017) [Per J. Bersamin, Third Division].

[29] *Id.* at 734.

Case records reveal that Miguel presented only two witnesses at the trial, namely: (1) Ms. Jovita Rabaca, a friend of Adelaida who is also a member of Slimmers World; and (2) himself.[30] In addition, he offered the following documentary evidence: (1) newspaper advertisement of Slimmers World; (2) personal data sheet of Adelaida; (3) a dietary prescription purportedly showing Adelaida's hypertension diagnosis; (4) Adelaida's death certificate; (5) Slimmers World's letter to Miguel; (6) official receipt of funeral expenses; and (7) Miguel's letter to Slimmers World demanding the payment of damages.[31]

However, as Slimmers World et al. contended, the two witnesses were not at the fitness center at the time of the incident. Moreover, Miguel presented no witness to properly authenticate the documentary evidence submitted or attest to their contents or import.[32] Interestingly, the CA even gave credence to a receipt of Malolos Memorial Park, Inc. that was not issued in the name of Miguel but of a certain Natividad del Rosario, whose identity or relation to Miguel was neither established nor explained.[33]

Jurisprudence dictates that "[a]s a prerequisite to its admission in evidence, the identity and authenticity of a private document must be properly laid and reasonably established."[34] This is in line with Rule 132, Section 20, 2019 Amendments to the 1989 Revised Rules on Evidence (2019 Revised Rules on Evidence), which states that the identification and authentication of a private document may only be proven by either: (1) anyone who saw the document executed or written; (2) evidence of the genuineness of the signature or handwriting of the maker; or (3) other evidence showing its due execution and authenticity. Indeed, an unverified and unidentified private document cannot be given probative value.[35]

The foregoing notwithstanding, the CA ruled that Slimmers World et al. breached their obligation to take Adelaida's blood pressure before her workout. Nowhere in the records or the Member's Handout signed by Adelaida does it appear that the fitness center was obliged to check her blood pressure prior to every workout.

The reminders posted all over the gym state: "TO ALL HIGH-RISK (HYPERTENSIVE, DIABETIC and with HEART AILMENTS) CLIENTS: PLEASE HAVE YOUR BLOOD PRESSURE CHECKED BEFORE AND

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[30] *Rollo* (G.R. No. 206321), p. 338.
[31] *Id.* at 695–696.
[32] *Id.* at 110.
[33] *Id.* at 118.
[34] *VDM Trading, Inc. v. Carungcong*, 846 Phil. 425, 437 (2019) [Per J. Caguioa, Second Division].
[35] *St. Martin Polyclinic, Inc. v. LWV Construction Corp.*, 822 Phil. 1, 20 (2017) [Per J. Perlas-Bernabe, Second Division].

AFTER WORKOUT."[36] Hence, it was incumbent upon the "high-risk" clients to proceed to the blood pressure machine stations and have their blood pressure taken. In any case, as will be discussed below, Adelaida declared that she was not a high-risk client.

As for the finding that Slimmers World et al. breached its duty to provide medical supervision as they represented in newspaper advertisements,[37] the Court finds the same to be factually and legally unsupported. *First*, the newspaper clipping presented in evidence lacks sufficient evidentiary weight. As mentioned previously, Miguel did not present any witness to testify on the alleged import of the contents of the newspaper advertisement.[38] Jurisprudence dictates, moreover, that newspaper clippings are inadmissible and without any probative value if they were offered for the purpose of proving the truth of the matter alleged.[39]

Second, the newspaper advertisement cannot be the basis of Miguel's *culpa contractual* action. It is a settled rule that "[p]ublic advertisements or solicitations and the like are ordinarily construed as mere invitations to make offers or only as proposals."[40] In the context of the law governing contracts, this stage pertains merely to negotiation where the offer may still be withdrawn.[41] Hence, the newspaper advertisement is a mere proposal of the contract between Slimmers World et al. and Adelaida.

It is the Member's Handout, and not the newspaper advertisement, that is the perfected contract between the parties as it bears the signature of Adelaida indicating her acceptance. As such, while the advertisement states that "all programs are under medical supervision,"[42] the Member's Handout clarifies that for medical consultations and to service members more efficiently, appointments are scheduled one week in advance.[43] Thus, the medical supervision offered merely consists of free consultations subject to prior appointment.

Third, and more importantly, not only was there a doctor on duty who arrived later that day; there were also, in fact, registered nurses and physical therapists present at the time of the incident. Witnesses Merahflor Galang (Galang) and Judith Sayson (Sayson), who took Adelaida's blood pressure and brought her to the hospital, are registered nurses. Witness Alex Buenavista (Buenavista), a physical therapist, was with Adelaida at the

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[36] *Rollo* (G.R. No. 206321), p. 979.

[37] *Id.* at 384. The newspaper advertisement states: "FREE CONSULTATION FOR MEN & WOMEN! All programs are under medical supervision."

[38] *Id.* at 60.

[39] *Spouses Viloria v. Continental Airlines, Inc.*, 679 Phil. 61, 95 (2012) [Per J. Reyes, Second Division].

[40] *Swedish Match, AB v. Court of Appeals*, 483 Phil. 735, 751 (2004) [Per J. Tinga, Second Division].

[41] *Id.*

[42] *Rollo* (G.R. No. 206321), p. 384.

[43] *Id.* at 522.

beginning of her workout up until she was taken to OLGH.[44] Contrary to Miguel's claims, Adelaida was, in truth, under medical supervision.

In view of the foregoing, Slimmers World et al. cannot be held liable for contractual negligence. Case law states that *culpa contractual* negligence is the negligence incident to the performance of an already existing obligation and increases the liability from the same.[45] Before damages may be awarded, the plaintiff must establish that the injuries resulted from the defendant's breach of duty.[46] Otherwise, the law affords no remedy to the plaintiff who shall solely bear the consequences of the injury.[47]

In the present case, however, Miguel failed to prove that Slimmers World et al. negligently violated their contract with Adelaida. The obligations to take Adelaida's blood pressure and to have a doctor at the fitness center at all times appear nowhere in the plain text of the Member's Handout or elsewhere in the records. To be sure, the Court cannot hold the fitness center accountable for terms that do not exist in the contract.

Contrary to the findings of the RTC, moreover, Slimmers World et al. cannot be held liable for negligence based on a quasi-delict under Article 2176[48] of the Civil Code. Jurisprudence provides the following requisites to establish a quasi-delict: (1) the damage suffered by the plaintiff; (2) the act or omission of the defendant constituting fault or negligence; and (3) the causal connection between the act and the damage sustained by the plaintiff, or the proximate cause.[49]

Settled is the rule that in actions based on quasi-delict, it is incumbent upon the plaintiff to prove the presence of the foregoing elements by preponderance of evidence.[50] They cannot rely on mere allegations but must present such evidence more convincing as worthy of belief than that which is offered in opposition thereto.[51] The law presumes that a person takes ordinary care of their concerns and that private transactions have been fair and regular. Hence, negligence cannot be presumed but must be proven.[52]

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[44] *Id.* at 95.

[45] *Orient Freight International, Inc. v. Keihin-Everett Forwarding Co., Inc.*, 816 Phil. 163, 176 (2017) [Per J. Leonen, Second Division].

[46] *Oreta-Ferrer v. Right Eight Security Agency, Inc.*, G.R. No. 223635, June 14, 2021 [Per J. J.Y. Lopez, Third Division] at 9. This pinpoint citation refers to the copy of the Decision uploaded to the Supreme Court website.

[47] *Id.*

[48] Article 2176. Whoever by act or omission causes damage to another, there being fault or negligence, is obliged to pay for the damage done. Such fault or negligence, if there is no pre-existing contractual relation between the parties, is called a quasi-delict and is governed by the provisions of this Chapter.

[49] *VDM Trading, Inc. v. Carungcong,* 846 Phil. 425, 436 (2019) [Per J. Caguioa, Second Division].

[50] *Dr. Huang v. Philippine Hoteliers, Inc.*, 700 Phil. 327, 357–358 (2012) [Per J. Perez, Second Division].

[51] *BJDC Construction v. Lanuzo,* 730 Phil. 240, 253 (2014) [Per J. Bersamin, First Division].

[52] *St. Martin Polyclinic, Inc. v. LWV Construction Corp.,* 822 Phil 1, 16 (2017) [Per J. Perlas-Bernabe, Second Division].

In this case, however, while the death certificate shows the damage or injury sustained by Adelaida, specifically, cerebral hemorrhage and severe hypertension,[53] the totality of the evidence failed to establish the second and third elements of a quasi-delict.

As previously stated, the second element requires that the act or omission constitutes negligence. Negligence is defined as "the failure to observe for the protection of the interests of another person, that degree of care, precaution and vigilance which the circumstances justly demand, whereby such other person suffers injury."[54] It is the "omission to do something which a reasonable man, guided by those considerations which ordinarily regulate the conduct of human affairs, would do, or the doing of something which a prudent and reasonable man would not do."[55]

In the assailed Decision, the CA ruled that Slimmers World et al.'s negligence was shown by the fact that they did not do anything to address Adelaida's headache and even proceeded with the workout. Buenavista testified that Adelaida complained of a headache between 6:30 a.m. and 7:30 a.m.[56] At almost 9:00 a.m., she was seated on the bench being assisted by gym staff. According to the appellate court, this presupposes that Adelaida complained of a headache *before* the workout.[57]

The Court, however, cannot fully adopt these assumptions as a more thorough examination of the case records controverts the same. In the first place, in his own Pre-Trial Brief,[58] Miguel expressly averred that Adelaida complained of a headache *after* her exercises.[59] Second, Adelaida's friend, Ms. Rabaca, who was not at the fitness center that day, testified that before Adelaida went to the gym, Adelaida called her before 7:00 a.m. to ask if she was attending the session. Hence, it cannot be concluded that Adelaida complained of a headache as early as 6:30 a.m. as she was not at the gym yet

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[53] *Rollo* (G.R. No. 206321), p. 1070.

[54] *St. Martin Polyclinic, Inc. v. LWV Construction Corp.*, 822 Phil. 1, 15 (2017) [Per J. Perlas-Bernabe, Second Division].

[55] *BJDC Construction v. Lanuzo*, 730 Phil. 240, 253 (2014) [Per J. Bersamin, First Division].

[56] *Rollo* (G.R. No. 206306), pp. 41–42. Witness Buenavista testified as follows:

Q: Can you tell us what this unusual incident was?

A: On July 25, 2000, Albert Cuesta asked me to assist them with his client, that is Ms. Adelaida Kim, ma'am.

Q: Why did this Mr. Albert Cuesta ask for your assistance?

A: He asked me to assist him because his client is complaining of headache and he asked me to assist him.

Q: Around what time did this happen?

A: Between 6:30 and 7:30 in the morning, ma'am.

[57] *Id.* at 43.

[58] *Rollo* (G.R. No. 206321), pp. 658–664.

[59] *Id.* at 662. The Pre-Trial Brief states the following admission: "5. That deceased was under her personal trainor that day of the incident, and felt discomfort after the exercises under her trainor's supervision and while still inside the premises of Slimmers World Caloocan City."

before 7:00 a.m.[60] Third, Buenavista testified to the sequence of events as follows:

> Q: Can you tell us what area of Slimmers' World International, Caloocan Branch were you particularly in, Mr. Witness?
> A: *We were in the weights area, ma'am.*
> Q: And how about Mr. Cuesta?
> A: He was also there, ma'am.
> Q: *And since you were very near Mr. Cuesta and Mrs. Kim, did you see what particular activities were done by Mrs. Kim at that time?*
> A: Before they started the workout they do the warm up exercises first before they do the resistance exercises, ma'am, and after that when *Albert Cuesta asked me to assist him they were doing the shoulder exercise using dumbbells, I think it is very light dumbbell.*
> Q: *Do you remember what type of warm-up exercises they did?*
> A: *First they do the bike exercises for five minutes and after that they do the stretching exercise and body exercises, ma'am.*
> Q: *When they were exercising, did you notice the appearance of Mrs. Kim?*
> A: *Before they actually started Albert Cuesta asked her if she is doing okay, if she is doing fine.* Usually before we start the exercising we check the general appearance of the client.
> Q: So before a client starts exercising, it is part of your responsibility to assess the condition of the client?
> A: We have to check the general appearance if she is feeling well, ma'am.
> Q: *And at that time did you notice anything unusual about Mrs. Kim?*
> A: *No, ma'am.*
> Q: What happened next?
> A: *After that I asked Mr. Albert Cuesta about Mrs. Kim and he told me that they are in the reception area.*
> Q: *And after that?*
> A: *Mr. Albert Cuesta asked me to check on Mrs. Kim and when I arrived at the reception area two of my colleagues/co-workers Flor and Judith were checking on her blood pressure, ma'am.*
> Q: *So at that time when you checked on Mrs. Kim what did she tell you or what did you do, did you ask if she is feeling good?*
> A: *I asked her if she is feeling well at that time and then she told me "masakit ang ulo ko", that is what she said ma'am.*
> Q: And after she said that, what did you do?
> A: I told Flor Galang that we should bring her to the doctor because I think that is an emergency situation, so I asked them that she should bring her to the hospital, ma'am.
> Q: Were you able to bring her to the hospital?
> A: That moment no, ma'am.
> Q: Why?

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[60] *Id.* at 469. Witness Rabaca testified as follows:

Q: How did you know that she was in the Slimmers' World at that time?

A: Before going there, she even called me up. That was before 7:00 o'clock in the morning, asking me if I will attend the session, sir.

Q: Did you attend the session?

A: Unfortunately not, sir.

A: Because Mrs. Kim refused to be brought to the hospital, ma'am.
Q: And do you know the reason why she refused to be brought to the hospital?
A: She told us that she's gonna be fine after a while, ma'am.[61] (Emphasis supplied)

Based on Buenavista's recollection above, it is clear that *before* Adelaida began exercising, he did not observe anything unusual about her nor did he hear any complaints. When Adelaida *started* exercising, she was in the weights section doing shoulder exercises, bike exercises for five minutes, then stretching and body exercises. *After* the exercises, Adelaida moved to the reception area where Buenavista asked her if she was feeling well, to which she replied, "*masakit ang ulo ko.*"[62]

Accordingly, Adelaida had no complaints before she began her exercises. The moment she complained of a headache, the gym staff told her to sit on a couch, took her blood pressure, asked her if she had any medications and if so, told her to take them, and convinced her to be brought to a hospital.[63] Hence, regardless of the inconsistency in Buenavista's recollection of the precise time of events, he remained firm in his testimony that Adelaida's complaint came *after* she began her workout.

Against the findings of negligence, moreover, records show that Slimmers World et al. took necessary precautions given the circumstances.

It bears stressing that when Adelaida availed of the 12-visit program in June 2000, she expressly declared in her application that she was *not*: (1) suffering from low or high blood; (2) on any medication; (3) hypertensive; (4) a smoker; (5) diabetic; (6) asthmatic; (7) sedentary; (8) suffering from a heart condition; (9) suffering from a lower back injury; and (10) suffering from arthritis, buritis, or rheumatism.[64] Notably, Adelaida made these declarations despite her duty to "inform the Fitness Trainer of any medical problem or concern before engaging in any gym activity."[65]

While Miguel presented Adelaida's personal data sheet and dietary prescription purportedly showing that she was hypertensive, said documents were not only unverified but were also dated sometime in 1991 or nine years prior to the 12-visit program. As such, the fitness center cannot be faulted for relying on a more recent declaration of health made in June 2000.

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61 *Id.* at 585–588.
62 *Id.* at 588.
63 *Id.* at 69.
64 *Id.* at 423.
65 *Id.* at 978.

Moreover, Rule 131, Section 2(a), 2019 Revised Rules on Evidence, is clear: "Whenever a party has, by his or her own declaration, act, or omission, intentionally and deliberately led another to believe a particular thing true, and to act upon such belief, he or she cannot, in any litigation arising out of such declaration, act or omission, be permitted to falsify it."[66] Since Adelaida's declaration led the fitness center to believe that she was not a high-risk client, the same could no longer be changed to hold the fitness center accountable for relying on the same.

Notwithstanding Adelaida's concealments, records reveal that efforts were exerted to determine her general health and ability to withstand the program. The fitness center conducted several fitness and cardiovascular tests, as well as a body composition training at the commencement of the program.[67] In fact, she had already finished 11 sessions without any untoward incident or feedback.

That Slimmers World et al. exercised the necessary care is bolstered by the findings of their expert witness, Dr. Peter F. Quilala, a diplomate in emergency medicine and a training officer at St. Luke's Medical Center.[68] Dr. Quilala prepared a Case Evaluation Report and testified to its contents during trial.[69] The pertinent portions provide:

> *In this case, the measures immediately undertaken by Slimmers World personnel at that point in time and at their level, after the patient first complained of dizziness with headache and vomiting, were in accordance with the foregoing standards of care and with the generally accepted practices in dealing with emergency cases. The said personnel made an assessment of Mrs. Kim's condition, made sure she was comfortable, gave her the medicine she said she had previously taken to lower her high blood pressure, and more importantly, they insisted on bringing her, and in fact brought her, to a hospital despite her initial desistance.*
>
> . . . .
>
> *However, based on the medical records from the Our Lady of Grace Hospital,* the following facts are noticeable: (a) that upon initial examination, *it appears that the medical history taken of the patient lacked the usual matters* such as menstrual OB history, history of allergies, history of operation or other medical interventions done on the patient and the presence or absence of other medical problems; (b) *while laboratory tests (ECG, CBC, Hgt) were done, it appears that the results of the same were not even made available during the time the patient's condition was still being assessed or during her stay at the said hospital and is not even a part of the medical records at present, (c) no other tests*

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[66] *University of Mindanao, Inc. v. Bangko Sentral ng Pilipinas*, 776 Phil. 401, 435 (2016) [Per J. Leonen, Second Division].

[67] *Rollo* (G.R. No. 206321), pp. 423-424.

[68] *Id.* at 344.

[69] *Id.* at 97.

> *were done;* (d) while initially, the working diagnosis or impression was that of essential hypertension, the diagnosis was changed to cerebrovascular accident or CVA, hemorrhage upon admission; and (e) *the patient was admitted to and stayed for four (4) hours even as it appears that the hospital, one that has no intensive care unit or even a respirator, was not equipped to handle her condition.*
>
> In which case, *considering that the diagnosis upon admission was already CVA, hemorrhage and in accordance with the generally accepted standards of case, the patient should have been: (a) given a neurological exam and asked to undergo a CT scan,* which could provide very useful information to identify potential cause of patient's condition and helps determine the intensity of the treatment needed. *If these were done, the patient's condition could have been diagnosed early and definitive treatment, which is lifesaving,* could have been instituted; (b) *already placed in an intensive care setting instead of just admitting her to a room of her choice; (c) by the time she was already cyanotic and her level of consciousness appeared to be deteriorating, intubation should have been done to maintain an open airway and to ensure the lungs are ventilated* [.][70] (Emphasis supplied)

Dr. Quilala distinctly commended the gym staff as their swift actions were in accordance with the necessary standards of care and generally accepted practices in emergency cases. In contrast, he emphasized that OLGH failed to conduct important tests and made Adelaida stay for four hours only to inform her that it was incapable of handling her condition. It even admitted her to her room of choice after the diagnosis was changed from "essential hypertension" to "T/C CVA Hge" or cerebrovascular accident with hemorrhage. Miguel corroborated this in recalling that OLGH informed him that it lacked the facilities to manage Adelaida's condition and suggested that she be transferred to a "bigger hospital."[71]

As for the third element in quasi-delict actions, the plaintiff must prove proximate causation or the causal connection between the act and the damage sustained. Jurisprudential precedents define proximate cause as "that cause which, in natural and continuous sequence, unbroken by any efficient intervening cause, produces the injury and without which the result would not have occurred."[72] An injury or damage is deemed proximately caused by an act or omission when it was a direct result or a reasonably probable consequence thereof.[73] The rule, therefore, is that imputations of negligence cannot prosper in the absence of proximate causation.

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[70] *Id.* at 705.
[71] *Id.* at 47.
[72] *FDM Trading, Inc. v. Carungcong,* 846 Phil. 425, 441 (2019) [Per J. Caguioa, Second Division].
[73] *Cayao-Lasam v. Spouses Ramolete,* 595 Phil. 56, 77 (2008) [Per J. Austria-Martinez, Third Division].

In *VDM Trading, Inc.*,[74] the Court denied the negligence claim of petitioners for failure to establish the causal link between respondents' alleged negligent plumbing works and the damage to their condominium unit. Petitioners could have utilized technical experts to substantiate proximate causation instead of relying on the mere "say-so" of their counsel. Moreover, they could not even point to a specific rule that was violated nor was there proof that the act was prohibited, disallowed, or undertaken in a negligent manner.

Similarly, in *Huang*,[75] the Court found no indication that the hotel's actions caused the head injury sustained by Huang at the swimming pool area. Huang merely alleged that since the door from the shower room to the pool area was locked and the lights were off, she walked around to look for a house phone. She spotted a phone behind a counter. As she moved towards the counter, a wooden countertop fell on her head. According to the Court, however, there was no causal relation between her accident and the brain damage she sustained. Not only did she fail to present the doctors who prepared the reports, the symptoms she was experiencing might have been due to factors other than the head trauma she suffered.

This was reiterated in *Molina v. Trans-Global Maritime Agency*[76] where it was ruled that the death certificate presented in evidence merely showed that the deceased died of intracerebral hemorrhage. It did not prove that the injury was the immediate cause that produced the medical condition. It was observed that "the fact that intracerebral hemorrhage may have been caused by other factors such as hypertension, blood disorders, and drug abuse spells doubt as to the relation between the work-related injury and the cause of death."[77]

Again, in *BJDC Construction v. Lanuzo*,[78] there was no proof that the death of a motorcycle rider was caused by the negligent construction works of BJDC Construction. On the contrary, the company installed necessary warning signs and lights on the highway. Moreover, the rider had control of how he operated his motorcycle and was, in fact, very familiar with the risks in the site, having passed the same for more than a month already. Thus, the Court found that the death of the rider was proximately caused by his own negligence of driving at a fast speed without a helmet.

In *Dr. Dela Llana v. Biong*,[79] it was held that none of the pieces of evidence presented established the causal connection between the vehicular

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[74] 846 Phil. 425, 441–443 (2019) [Per J. Caguioa, Second Division].
[75] 700 Phil. 327 (2012) [Per J. Perez, Second Division].
[76] G.R. No. 226951, December 10, 2019 [Unsigned Resolution, First Division].
[77] *Id.*
[78] 730 Phil. 240, 245–246, 255–256 (2014) [Per J. Bersamin, First Division].
[79] 722 Phil. 743 (2013) [Per J. Brion, Second Division].

accident and Dela Llana's whiplash injury. *First*, the pictures of the damaged car only demonstrated the impact of the collision. *Second*, the medical certificate merely attested to her injury, but not that the injury was the result of the accident.

A review of American jurisprudence leads to similar conclusions. In *Pryce v. Town Sports Int'l, LLC*,[80] Pryce's negligence claim could not prosper in the absence of proof that her shoulder injury was proximately caused by Town Sports' breach of duty to ensure a safe exercise environment. Pryce was a diabetic female in her mid-50s, with a previous lateral meniscus tear. She claimed that on the last session of her 12-day personal training program, her trainer was not paying attention when she pulled her shoulder while carrying a medicine ball.

The New York court, however, found that Pryce failed to demonstrate the mechanism by which she was injured. Evidence is wanting to show that she did not freely consent to the exercises or that the fitness center concealed or unreasonably increased any associated risks. Pryce understood that she could stop an exercise if she felt it was too difficult to complete. As a matter of fact, once she advised the trainer of the pull she felt on her shoulder, he immediately stopped the session and stretched her out.

In *L.A. Fitness Int'l, LLC v. Mayer*,[81] the Florida court concluded that L.A. Fitness fulfilled its duty by summoning paramedics within a reasonable time. The Court rejected the contention that the club member, who suffered a cardiac arrest while on a stepping machine, died because the gym staff failed to conduct cardiopulmonary resuscitation (CPR). *First*, the gym staff did not perform CPR as he believed it would worsen his condition. *Second*, there was no statutory or case law imposing a duty on health clubs to administer CPR or to have CPR-qualified employees on site at all times. By signing a contract with the club, moreover, the decedent represented that he was in good physical condition and had consulted a physician.

In *De La Flor v. Ritz-Carlton Hotel Co.*,[82] the Florida court similarly dismissed a negligence action in the absence of proof that the cardiopulmonary arrest suffered at the defendant's fitness facility was caused by the latter's negligence. The fact that the defendant represents itself to be a "state-of-the-art" fitness center and maintains cardiovascular intensive equipment does not create a duty to provide more than common first aid to its members. Under Florida law, there is no obligation to maintain an external defibrillator machine within the premises.

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[80] 18 Civ. 5863, 2021 U.S. Dist. LEXIS 62977 (2021).
[81] 980 So. 2d 550, 2008 Fla. App. LEXIS 5893 (2008).
[82] 930 F. Supp. 2d 1325, 2013 U.S. Dist. LEXIS 58797 (2013).

Likewise, in *Evans v. Fitness & Sports Clubs, LCC*,[83] the Pennsylvania court denied the negligence suit of 61-year-old Evans as she signed the membership agreement releasing the fitness center from liability for injuries sustained during its programs. While she alleged that her personal trainer told her to "go faster" resulting in her fractured wrists, she was under no compulsion to participate in voluntary sporting or recreational activities or to sign the agreement governing said activity.

In the present case, the CA simply held that the proximate cause of Adelaida's death was the negligence of Slimmers World et al. as they "should have reasonably foreseen that, even if Adelaida did not declare that she was hypertensive, still a potential risk existed, given the age of Adelaida who was then already 59 years old and the severe headache she was complaining about at that time."[84] The explanation, however, leaves much to be desired.

Apart from Miguel's assertions that his wife's death was proximately caused by the fitness center's negligence, no sufficient evidence was presented to substantiate the same. In fact, Dr. Quilala even clarified that Adelaida's diagnosis of essential hypertension "indicates that no specific medical cause can be found to explain a patient's condition."[85] As discerned in *Huang* and *Molina*, the Court cannot preclude the probability that Adelaida's headache and eventual death might have been due to factors other than her workout at the fitness center.

Indeed, *Dela Llana* pointed out that judges are no experts in the field of medicine.[86] Without an established standard, they cannot simply take judicial notice that a particular act directly causes an injury. That Adelaida's workout caused her death is neither public knowledge nor capable of unquestionable demonstration nor ought to be known to judges due to their judicial functions.[87]

In the final analysis, while the Court commiserates with Miguel for the death of his wife, it is the solemn duty of this Court to impartially assess the merits of the case on applicable law and evidence adduced.[88] As exhaustively discussed above, however, Miguel failed to discharge his burden of proving that which is incumbent upon him to prove.

Similar to the observations in *VDM Trading, Inc., L.A. Fitness Int'l, LLC,* and *De La Flor*, Slimmers World et al. were not compelled by any rule,

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83 2016 U.S. Dist. LEXIS 133490 (2016).
84 *Rollo* (G.R. No. 206321), p. 20.
85 *Id.* at 705.
86 722 Phil. 743, 762 (2013) [Per J. Brion, Second Division].
87 *Id.*
88 *Id.*

law, or jurisprudential pronouncement to take Adelaida's blood pressure before every workout or to have a doctor on site at all times.

Much like the plaintiffs in *BJDC Construction, Pryce,* and *Evans,* moreover, Adelaida may be deemed familiar with the risks involved considering the number of sessions she had completed without any complaint. Besides, if an activity turned out to be too challenging, or even granting that she was suffering from a headache prior to the workout, she could have easily discontinued or cancelled the same. To be sure, Adelaida was by no means under any compulsion to participate in the activity, having freely consented to the same.

All told, both Philippine and American jurisprudence[89] impart that the present matter ultimately requires a fair and proper balance of interests. While gyms and fitness centers are not mandated to guarantee safety from all risks in the premises, they nonetheless adhere to a duty not to engage in reckless or gross negligence. In providing "specialized equipment and facility to their invitees who are there to exercise, train, and to push their physical limits," gyms and fitness centers are ultimately bound by "a standard of care congruent with the nature of their business."[90]

In light of the foregoing, the Court is constrained to rule against Miguel's claim for damages in the absence of preponderant evidence proving that Slimmers World et al. were guilty of breach of a pre-existing contract or negligence in a quasi-delict. Miguel not only failed to establish that the fitness center violated the terms of its contract, he also failed to prove the center's alleged negligence and the causal connection between Adelaida's last workout and her death.

ACCORDINGLY, the Court resolves to:

1. **GRANT** the Petition of Slimmers World International and Dinah Quinto in G.R. No. 206321;
2. **REVERSE** the Decision dated October 8, 2012 and Resolution dated March 12, 2013 of the Court of Appeals in CA-G.R. CV No. 96344;
3. **DENY** the Petition of Miguel Kim in G.R. No. 206306; and
4. **DISMISS** the Complaint of Miguel Kim for recovery of damages for the death of his wife, Adelaida Kim, for lack of merit.

SO ORDERED.

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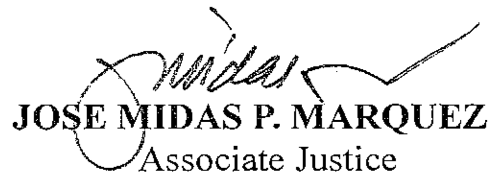
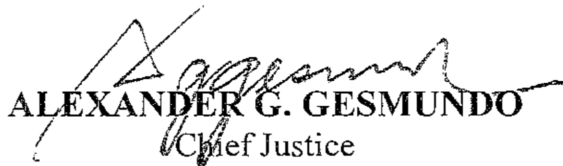
89 *Stelluti v. Casapenn Enters., LLC,* 203 N.J. 286, 1 A.3d 678, 2010 N.J. LEXIS 750 (2010).

90 *Id.*



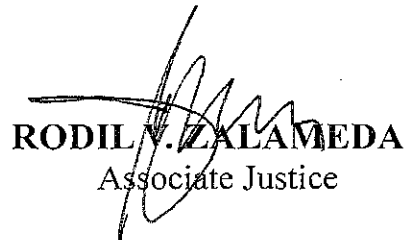
JOSE MIDAS P. MARQUEZ
Associate Justice

WE CONCUR:

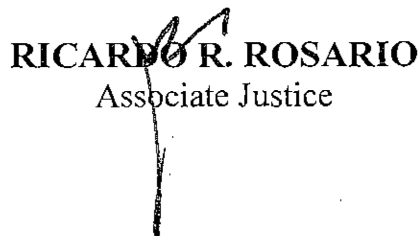


ALEXANDER G. GESMUNDO
Chief Justice

RAMON PAUL L. HERNANDO
Associate Justice



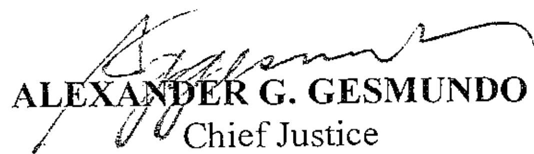
RODIL V. ZALAMEDA
Associate Justice



RICARDO R. ROSARIO
Associate Justice

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



ALEXANDER G. GESMUNDO
Chief Justice