

March 30, 2026

Labor and Employment Update – Personality Rights in the Employment Context

On March 20, 2026, the Supreme Court of Puerto Rico outlined the legal framework of personality rights in the case of ***Oswaldo Friger Salgueiro v. Mech-Tech College, LLC***, 2026 TSPR 30. The Court distinguished between a personal right, tied to dignity and privacy and non-transferable, and a commercial right, or right of publicity, which concerns the economic use of one's own image. The Court held that the economic right may be *transferred only by written agreement or by intestate succession*. Without a written transfer, any commercial use of a person's image requires valid consent, which may be revoked at any time.

The Court emphasized that consent to use an image during employment or a contractor relationship does not extend beyond the relationship's end, unless expressly agreed to in writing. The ruling also confirms that ownership of audiovisual or promotional materials does not automatically grant employers the right to use an individual's image. In this case, the plaintiff initially consented to the use of his image during his employment but later revoked that consent by sending a cease-and-desist letter. The Court ruled that the employer's continued use of the image after the cease-and-desist letter violated the Puerto Rico Right of Publicity Act, Act No. 139-2011. The Court addressed liability and remedies, holding that a single unauthorized use is sufficient to establish a violation and that statutory damages are available even if the plaintiff cannot quantify the uses of the image or the employer's gains from that use.

This decision has significant implications for employers. Written consent is required to use an employee's or contractor's image for business purposes, particularly after the working relationship ends. Employers should not assume that ownership of materials, payment for work, or work-for-hire agreements confer indefinite image rights. Employers must immediately cease using an individual's image if consent is revoked, as even a single use can result in penalties. Employers should review onboarding forms, marketing releases, and contractor agreements to ensure they include clear, written, and comprehensive image-use terms to reduce liability.

Our team is available to answer any questions you may have about this subject.

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