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Communication Rules and Negotiation Strategies: A Case Study

Ruth A. Brenner Hunt

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COMMUNICATION RULES
AND NEGOTIATION STRATEGIES:
A CASE STUDY

An Abstract of a Thesis
Submitted
In Partial Fulfillment
of the Requirements for the Degree
Master of Arts

Ruth A. Brenner Hunt
University of Northern Iowa
July 1982

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ABSTRACT

This case study examined negotiation tactics and strategies by challenging the theoretical basis for and actual use of William Donohue's negotiation interaction coding system. Three subproblems investigated the coding categories' construct validity, the negotiators' coordination and coorientation, and their constitutive and regulative rules.

The method involved naturalistic observation in a quasi-experimental simulation of a civil suit, out-of-court proceeding. Twenty subjects role-played as attorneys for the plaintiff and defendant. Five pairs were students in a college course on negotiation, and five pairs were professionals whose work required bargaining skills.

The negotiators were given hypothetical case "facts" and encouraged to role play as realistically as possible. Their interaction was audiotape recorded and transcribed. Following the negotiation, a questionnaire devised by the researcher sought to obtain participant perceptions of the event and their opponent's behaviors, and to indirectly reveal support for or rejection of Donohue's assumptions. The researcher then applied Donohue's coding categories. On the next day, participants identified whether each utterance constituted what Donohue labelled as an attack, defense, or regression. The interviewer attempted to probe for further explanation of each remark and its intent. Follow-up interview questions uncovered levels of coordination through

clarity and understanding.

Data collection and discussion took several forms. Participants' codings were compared with one another's and with the observer's, both by individual utterances and by total attacks, defenses, and regressions. Win/loss outcomes (based on dollar settlements) and negotiation lengths were compared across negotiations, as were questionnaire and interview results. Each case was also examined for unique factors influencing negotiation outcome.

Although participants' interpretations generally upheld the validity of Donohue's coding categories and revisions, difficulties surfaced. The system failed to account for the relative strength of tactics, or for purely clarifying utterances. Some categories required development by broadening or narrowing their definitions. And greater use of attacking tactics did not always correlate with win/loss outcome. Further, the more perceptive and "coordinated" negotiators tended to be more successful, with levels of understanding critical. Participants did appear to apply rules in interpreting meaning (constitutive) and sequencing behaviors (regulative). However, these did not necessarily match Donohue's rules.

Serendipitous findings included a tendency for cooperative negotiations to be characterized by integrative bargaining styles, while competitive negotiations entailed aggressive, distributive interaction. Professionals understood and explained behaviors better than did the student negotiators.

This study also illustrated a conflict between Donohue's "rule-following" theoretical perspective and the negotiators' actual behaviors. The "rule-using" orientation of the theory of the Coordinated Management of Meaning appeared to better accommodate idiosyncratic actions and uses of tactics. Suggestions for future research included continued development of the coding system and incorporation of the study of elements such as coordination and prescriptions of force behind negotiators' actions.

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This Study by: Ruth A. Brenner Hunt

Entitled: Communication Rules and Negotiation Strategies:
A Case Study

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CHAPTER 1

THE PROBLEM AND ITS SETTING

Introduction

The world is entering into a difficult era in which growing demands and diminished resources will increase the frequency and intensity of conflict between individuals, groups, and nations. Yet it is evident from the many tragic episodes in this century of deadly quarrels, violent racial and tribal strife, and destructive civil and international wars that we know little about how to cope with conflict constructively. It is urgent that we develop more systematic knowledge about the processes of dealing with conflict, including those of bargaining and negotiation. (Rubin & Brown, 1975, p. ix)

The need for skillful negotiation increases. Even common social interaction entails both cooperative and competitive elements, according to Beisecker (1970), such that when both parties come to desire one particular end, negotiation must occur. Chertkoff and Esser (1976) further dispelled the notion that bargaining and negotiation only refer to collective bargaining by stating, "Whenever the terms of an economic transaction must be determined, or whenever a dispute must be settled, bargaining is likely" (p. 464).

If negotiation is so commonplace, researchers should be able to provide numerous methodologies and theories to account for the processes involved. In actual practice, many such conceptualizations exist, but each possesses limitations. A method must be

found by which to examine negotiation experimentally, yet realistically. And the negotiation behaviors and outcomes must be anchored in a sufficiently explanatory theoretical base.

Statement of the Problem

This research proposes to extend the Theory of the Coordinated Management of Meaning to explain and describe the process of negotiation, by testing William Donohue's (1981a) negotiation interaction coding system.

The Subproblems

The First Subproblem

Do the coding scheme categories, as applied by the researcher/observer reflect the actual meanings and interpretations of the negotiators? In other words, do Donohue's categories possess construct validity?

The Second Subproblem

Do the negotiators' perceptions and interpretations of one another's verbal utterances reflect coordination and coorientation? Are tactics and strategies perceived as intended by the opposition?

The Third Subproblem

What will these negotiation codings and participant perceptions reveal about the negotiators' constitutive and regulative rules? What behavior "counts as" what particular negotiation

strategy? What rules prescribe the sequencing of behaviors?

Definitions of Terms

Negotiation Types

Walton and McKersie's (1965) classic overview of studies in negotiation emphasizes an institutional examination of labor negotiations, but also demonstrates labor negotiation to be a subset of the larger domain of social negotiations. They offer four negotiation classifications: distributive, integrative, attitudinal structuring, and intraorganizational bargaining. Since the third and fourth types deal primarily with in-group negotiations such as collective bargaining, the first two relate more closely to this study.

"Distributive bargaining" includes, "The complex system of activities instrumental to the attainment of one party's goals when they are in basic conflict with those of the other party."

"Integrative bargaining" functions to "find common or complementary interests and solve problems confronting both parties" (p. 4).

So when negotiators' interests do not directly conflict, they may integrate their goals and share in the outcome.

Garin, Grant, and Saunders (1973) further distinguish between these two types of negotiation. Distributive bargaining occurs when one person's gain requires a corresponding loss to the other. The distinct conflict between interests results in competing motives. In contrast, integrative bargaining is a problem

solving form of interaction. Since goals may overlap, cooperation toward mutual gain serves both parties' interests (pp. 49-59).

Terminology from game theory studies further explains the bargaining process. Watzlawick, Beavin, and Jackson (1967) define "zero sum," a term applicable to distributive bargaining, as including, "Situations in which the gain of one player and the loss of his opponent always sum to zero . . . the loss of one player is the gain of the other." Integrative bargaining involves "varying sums," or "Situations in which gain and loss are not inversely fixed and thus do not necessarily sum to zero; they may be directly fixed, (pure collaboration) or only partially fixed (mixed motive)" (p. 285).

The role of communication in these two arenas differs. Garin, Grant, and Saunders (1973) suggest that distributive bargaining involves the hiding of settlement information. The opposition probes for critical information and often relies on guesswork for interpretations. Integrative bargaining proceeds more directly and deliberately; adequate information disclosure depends upon trust (p. 59).

The discussion of these two types of negotiation would not be complete without a caveat suggesting this distinction to be deceptively simplistic. First, the parties to a negotiation may change its' basic nature and thus switch from one type to another. Studies of the Prisoner's Dilemma game compiled by Pruitt and Lewis (1977) reveal that bargainers who begin in an integrative

mode often gravitate toward distributive bargaining (p. 169). The parties recognize the potential for mutual gain, yet aspire to "win" rather than make concessions. Conversely, individuals beginning with an adversarial perspective might logically recognize potential mutual benefit of integrating outcomes.

A second reason bargaining may not be solely distributive or integrative is that the two types lie on opposing ends of the same continuum. Agreement necessitates cooperation (Cross, 1969, p. 177; Walton & McKersie, 1965, p. 370), and bargainers experience at least some degree of interdependence (Garin, Grant, & Saunders, 1973, p. 54). Distributive situations therefore often exhibit integrative characteristics.

Third, even in Donohue's simulation of civil suit proceedings, more issues exist than distribution of monetary resources. The primary concern lies in the tangible award of money, but negotiation also involves intangible issues (Karrass, 1970, p. 145; Rubin & Brown, 1975, p. 10). The maintenance of good will for ongoing relationships (Fisher & Ury, 1981, p. 201), or the fulfillment of interpersonal interorganizational, or international "needs" (Nierenberg, 1973, p. 89) exemplify such intangible outcomes.

So the distinction between negotiation types usefully describes basic attributes of the negotiation process, but fails in evaluating outcomes. This study indirectly investigates this relationship between distributive and integrative negotiation.

Negotiation as Process

A study of the negotiation literature reveals the following basic attributes descriptive of the process:

1) Two or more parties voluntarily interact in an attempt to reach agreement on a conflict of interest, wherein desired outcomes may be negatively correlated (Cross, 1969, p. 3; Donohue, 1981, p. 273; Garin, Grant, & Saunders, 1973, p. 30; Hammer & Yukl, 1977, p. 138; Jensen, 1963, p. 549; Rubin & Brown, 1975, pp. 6-18 & 197; Walton & McKersie, 1965, p. 3).

2) Participants interact competitively yet cooperatively; they desire to win, yet their mixed motives generally necessitate some degree of compromise (Anderson, 1978, p. 328; Bartos, 1974, p. 26; Cross, 1969, pp. 4-6 & 177; Donohue, 1981, p. 273; Garin, Grant, & Saunders, 1973, p. 54; Spector, 1977, p. 64; Walton & McKersie, 1966, pp. 270-271).

3) Participants base their actions on preceding behaviors of the opponent. Negotiation proceeds in a sequential manner; an action-reaction context controls the selection of strategic behaviors (Donohue, 1981, p. 273; Druckman, 1977a, p. 88; Rubin & Brown, 1975, p. 14; Sawyer & Guetzkow, 1965, p. 479; Walton & McKersie, 1965, pp. 3-6; Young, 1975, p. 5).

4) Communication and persuasion are integral; although tactics may involve hiding selected information, both parties ultimately require some minimum level of coordination of ideas. Both expect to achieve tangible or intangible goals (Garin, Grant,

& Saunders, 1973, pp. 30-33; Karrass, 1970, p. 145; Rubin & Brown, 1975, pp. 10 & 99; Sawyer & Guetzkow, 1965, pp. 479-480; Spector, 1977, p. 55; Walton & McKersie, 1966, p. 381).

Tactics and Strategies

Tactics include specific, goal-directed actions or maneuvers completed during the negotiation. A negotiator's strategy consists of a plan to use the tactics while bargaining (Garin, Grant, & Saunders, 1973, p. 60; Hamner & Yukl, 1977, p. 138; Karrass, 1970, p. 172). Young (1975) claims that strategic interaction is intrinsic to any situation involving bargaining. He defines strategic behavior as involving:

a choice of action contingent upon that individual's estimate of the actions (or choices) of others in the group, where the actions of each of the relevant others are based upon a similar estimate . . . Thus, strategic behavior will occur whenever two or more individuals all find that the outcomes associated with their actions are partially controlled by each other. (p. 6)

Strategies develop and evolve out of the relationship between bargainers.

Walton and McKersie (1966) stress the "process" aspect of negotiation. At many points in a negotiation, participants decide to hold firm or make concessions, to make promises or threats, and so on. The tactics used constitute a mixture of sequenced "cooperating and defecting choices" (pp. 370-371).

Interactional and Relational Analysis

Donohue (1981a) suggests that rather than the content of the act, the "interact" must be studied to fully understand the "reciprocal argument and counterargument, proposal and counterproposal nature of the negotiation event" (p. 274). This requires an analytical methodology extending beyond content analysis, which only seeks to quantify trends in content based on frequencies of occurrence (Berelson, 1952, p. 29).

Fisher and Hawes (1971) define the "act" as "one unit emitted by one individual," and the "interact," based on Weick's (1954) definition, as "a contiguous pair of acts" (p. 448). The negotiation interact describes sequenced behavior.

Relational analysis expands upon content analysis by coding behaviors with recognition of "the 'command' aspects of sequentially unfolding messages" (Millar, Rogers-Millar, & Courtright, 1979, p. 214). Weick (1954) and Ellis (1979) suggest this sequential coding reveals patterns in behavior. Thus relational and interactional analysis seek to reveal the transactional nature of communication.

Assumptions

The First Assumption

A negotiation simulation will provide sufficiently realistic behaviors for study. The nature of negotiation as a process remains essentially the same--no matter what the content or context,

participants engage in strategic moves and countermoves. Walton and McKersie (1965) explain that labor negotiation is really just an example of social negotiation, in which participants "are attempting to define or redefine the terms of their interdependence" (p. 3).

By definition, the case study approach does not require scientific control over procedures. However, since the process of negotiation itself remains the focus of this study rather than idiosyncratic aspects within that process, the results should still prove valuable.

The Second Assumption

Reactive effects of videotaping will not significantly affect the outcome of this study. Weick (1954) observes that most studies showing interference with behaviors by tape recording were conducted in therapeutic situations. Non-therapy settings involve no significant interference, since behaviors stabilize within a short time after observation begins.

More recently, Nofsinger (1977) claims that even in videotaping conditions, subjects know they are almost always observed to some degree. Further, they tend to forget they are being observed by mid-session. And finally, some basic phenomena do not change significantly with observation anyway. In this instance, since negotiation intrinsically involves action-reaction and sequential behaviors, audiotaping should not dramatically affect their incidence.

Wiemann's (1981) study of videotaping effects on

"out-of-consciousness" behaviors found no pattern of statistically significant differences in terms of responsiveness or anxiety. He also demonstrated that taping does not necessarily distort interaction.

The Third Assumption

The post hoc labeling or coding of behaviors by the participants and the observer will not cause serious memory problems or misinterpretations in applying Donohue's categories. It is not advisable to stop participants during a negotiation without allowing reactive effects to occur, so the observer is left with post hoc evaluation as the only alternative.

In addition, more complex interaction schemes are often applied to the event afterwards to allow more careful evaluation by the observer. Rogers and Farace's (1975) transactional analysis is applied post hoc, while Bales' (1951) Interaction Process Analysis may be applied during or after group discussions. These interaction analysis schemes establish a tradition of post hoc assessment which this study will follow.

Participants' recall should be more accurate due to direct involvement in the event. The supplementary transcription of the audiotape, the opportunity to listen to the tape recording, and the interviewer's prompting questions should enhance recall of the event. This analysis session would be conducted as soon as possible after the negotiation.

The Fourth Assumption

The observer should consult the actors' interpretations of their meanings. Harré and Secord's "Open Souls Doctrine" (1973) suggests that in episodes which are not ritualized and clearly defined, the ethnomethodologist may obtain useful empirical evidence if "he seeks the explanation of the phenomena he observes in the account he elicits" (p. 233). The treatment of people as human beings entails the acceptance of subjects' "commentaries upon their actions as authentic, though revisable, reports of phenomena, subject to empirical criticism" (p. 101).

Communication theorists Delia and Grossberg (1977) admonish researchers to collect desired data "in a form respecting the data's structured, meaningful character within everyday human life" (p. 39). They advise researchers to directly ask subjects to explain their actions.

Pearce and Cronen (1980) summarize the work of communication action theorists who claim that actors' meanings must be taken into account. "The things people do--including linguistic and nonverbal communicative acts--are essentially mechanical movements, but are interpreted, and people respond to the interpretations they make rather than to the movements themselves" (p. 78).

Cronen and McNamee (1980) studied a young couple who had lived together for three years. The researchers challenged three "false idols" of communication, one of which is that "observers' codings of conversations can replace actors' idiosyncratic

meanings" (p. 2). After eliciting information from each member of the couple, the observers overlaid their own structure (descriptions) of the pair's relationship. Cronen and McNamee conclude that participants' meanings should be considered to fully understand and codify their interactions.

Further discussion of this issue occurs in the literature on validating interaction analysis coding schemes. Clearly, however, the dangers of inaccuracies in participants' codings of their own behaviors are far less than the danger of the researcher assuming his or her own interpretations replace the need to check with the actor.

Limitations of the Study

Four main limitations should be noted. First, this study will deal only with one-on-one, or dyadic negotiation for two reasons. Donohue designed his interaction analysis scheme for one-to-one interactions. Also, no mechanisms yet exist solely for analyzing multiple participants in negotiation. As Rapoport (1970) notes relative to gaming, "With more than two players, problems of definition and classification multiply rapidly" (p. 38). Young (1975) points out that the complexity of strategic interaction increases proportionately when participants must interpret the tactics of additional parties (p. 6).

Second, this study will emphasize the verbal aspects of negotiation for three reasons. One reason is that Donohue's original study did not concern itself with nonverbal communication.

Another reason is that although nonverbal cues will be considered by the observer and the participants in coding and interpreting meanings, they are not the prime concern of this study. And third, this researcher is not qualified to analyze nonverbal behaviors in a microscopic way. This study will therefore concentrate on verbal interaction.

A third limitation is that this study will not resolve the complex question of the actor's "consciousness" in rule-following. Cronen (1982) admitted that rules theory has yet to fully develop an understanding of the role of consciousness in human behavior. He suggested Cronen and McNamee's (1980) case study illustrates how levels of consciousness may be empirically validated relative to rule linkages and conversational logic. But as yet, the degree of an actor's knowledge of rules is uncertain. So as the assumptions note, for the sake of proceeding with validating Donohue's coding scheme, this study assumes the optimal method of challenging participants' meanings is asking them and utilizing observer interpretations and probing questions to verify those interpretations.

A fourth limitation concerns the negotiation coding system utilized. At the time this study was conducted, Donohue's (1981a) system had developed eight responding and eight cueing categories with their attendant rules. Just prior to completion of this analysis, Donohue (1982) presented an elaborated system with ten categories of responses and cues. These revisions were therefore not available to the researcher for use, but will be briefly

discussed in chapter 4 along with the discussion of this study's results.

Justification

Relative to Interaction Analysis Schemes

Donohue (1981a) observes, "While several studies have examined the impact of certain bargaining strategies on outcome, few studies have developed some means of coding negotiation interaction to identify how individuals use communication tactics to maximize their outcomes" (p. 273). Donohue hopes to uncover the content and relational dimensions of communication by focusing on the interaction process itself. After borrowing from findings in negotiation theory, Donohue set up 16 negotiation rules and coding categories which will be further explained in chapter 2, in the review of literature on interaction analysis.

Donohue (1981b) assumes that his rules represent those of the negotiators. He claims his system ascertains how rule use relates to negotiation success. Yet his method merely establishes and applies coding categories without truly testing their validity relative to participant meanings. Donohue explains:

One way of accomplishing this type of validation is to use interaction analysis and code each utterance of the interaction. The key to the validation procedure is to derive the interaction analysis codes from rules, and construct the coding scheme to reflect the dynamic characteristics of the rule set. The rules become the conceptual foundation for the interaction analysis categories. (1981b, p. 110)

Donohue's work constitutes the most recent attempt to structure an interaction scheme specific to distributive negotiation. But as Guetzkow (1950) suggests, validity remains uncertain if it is merely based on a literature review and not on the conventional meanings of utterances.

Pearce, Cronen, and Conklin (1980) summarize the failure of content relational measures for coding communication as lying in "the ambivalence between actor's meanings and observer's meanings," resulting in "the advantage of generalizability at the risk of being nothing more than an artifact of the fecund imagination of the observer" (p. 197).

Poole and Folger (1981) stress that in interaction research, "qualitative data" must be capable of codification by a scheme which duplicates human interpretive processes. If such validity is not established, they warn, "such coding systems may systematically distort interaction and even produce artifactual data" (p. 26).

This task of validation has challenged many communication researchers. Lasswell, Leites and Associates (1949) define validation of any analytical coding technique as ensuring that the results obtained by using it describe what they purport to describe" (p. 58). Berelson (1952) emphasizes that the categories are critical, with observer inference compounding the dangers of misapplication (pp. 147 & 188-189). Early researchers compared the coding of one observer with that of others to ascertain inter-rater reliability and reduce "error of measurement" (Janis, 1943;

Janis, Fadner, & Janowitz, 1943, p. 293; Lasswell, Leites, & Associates, 1949, pp. 56-57).

But these theorists and Donohue return full circle to the initial problem of validation. Donohue's comparison of his own codings with those of other observers verifies reliability, but not representativeness of coding categories to actual negotiator meanings. More recent researchers suggest such comparisons also require empirical measurement of correspondence of scores between observers and participants (Poole & Folger, 1981; Tucker, Weaver, Berryman-Fink, 1981, p. 170). Cronen and McNamee's case study, for example, compared subjects' self-reported "relational meanings" with the interpretations of the other member of the dyad, as well as with the interpretations of the researcher (p. 8).

This study constitutes an attempt to establish the validity of Donohue's interaction analysis scheme, not the reliability. Demonstration of the categories' representativeness warrants their further study and application to negotiation.

Relative to Negotiation Studies

Justification relative to negotiation rests in two requirements: a need to use a method other than games and a need to base negotiation study on adequate theory.

First, an approach other than gaming should be used. As the review of negotiation literature in chapter 2 explains, paradigms such as the Prisoner's Dilemma have provided good research foundations, but fail to represent actual processes involved in

negotiation. Donohue (1981a) suggests that if real life situations cannot be found for study, simulations should be attempted. This answers the call of Young (1975, p. 15) and Druckman (1977b, p. 23) for taking experimental findings out of the laboratory and translating them for real world practitioners.

Second, the "process" aspect of negotiation requires a more explanatory theory. Most negotiation studies and theories to date focus on three elements: the outcome or settlement points, the process of concessioning, and the attempts of the negotiators to change the parameters of their negotiation (Cross, 1969, pp. 8-9; Druckman, 1977b, p. 25). The failure of negotiation theorists to devise a more comprehensive theory has been criticized as similar to the blind men describing an elephant by each studying only one small part of the body (Cross, 1977, pp. 29-30). Patchen noted in 1970:

This review has suggested that there exists a separation between (a) those theories which are concerned primarily with whether agreement is reached and the terms of agreement; and (b) those theories concerned with actions which influence the other side's willingness to accept various kinds of explicit or tacit agreements. (p. 402)

Bartos (1974) similarly called for a "unified theory" (p. 3), and in 1977 Druckman was still complaining of "islands of theory" (p. 17).

This study attempts to examine the general process of negotiating rather than one particular variable. The strategic, step-by-step process of behavior modification, as described by

Spector (1977, p. 56) and Garin, Grant, and Saunders (1973, p. 16) will be examined, including the concept of coordination. As Rubin and Brown (1975) note, "It is through the dynamics of this process that information seeking and disclosure takes place. Coordination is the mechanism by means of which bargainers attempt to transform their divergent interests into a mutually agreed upon, convergent solution" (p. 299).

Along with the process aspect of negotiation, the role of strategies and tactics must be considered. Numerous authors call for the discovery of strategic recommendations for negotiators. Tactics such as hard initial offers and threats have been studied individually. The popular press is filled with "how to" manuals on negotiating, listing tactics for increasing success (Coffin, 1973; Fisher & Ury, 1981; Ilich, 1973; Karrass, 1970; Karrass, 1974). Unfortunately, no comprehensive theory or rules set integrates research findings or provides holistic advice to negotiators (Bartos, 1974, p. 166; Cross, 1969, p. 121; Hamner & Yukl, 1977, p. 142).

Walcott, Hopmann, and King (1977) claim that studies which aggregate strategies and tactics do so at the expense of ignoring differences in context. They suggest a more microscopic case study approach, examining tactical behaviors within the context of antecedent and subsequent behaviors, might reveal regularities and thus more accurate prescriptions for actual practice (p. 209). A simulation study, anchored in communication rules theory, should

therefore produce more reliable, preliminary advice to negotiators regarding the process or strategies to be used.

Relative to the Theory of the Coordinated Management of Meaning

The Theory of the Coordinated Management of Meaning (CMM) rests on the premise that people use rules to guide and sequence their behaviors while interpreting the actions of others. The chapter 2 rules theory literature review further discusses this theory, which stresses that consensually shared meanings affect coorientation between individuals. The communication concept that meaning is not found in the words, but in the people using them implies that a hierarchy of meaning exists within given utterances (Lee & Lee, 1956, pp. 41-56). The actor's perceptual processes establish meaning at various levels of abstraction in accordance with constitutive rules. Similarly, one's regulative rules guide perceptions of how others' and one's own behaviors are or should be sequenced (Pearce & Cronen, 1980, chap. 5).

Negotiation theorists Walton and McKersie (1965) briefly describe Dunlop's "web-of-rules" concept. Since negotiators' actions are based on their own rule-making mechanisms, further study should uncover the logic of this decision making process (pp. 1-2). This visualization prefaced both Donohue's investigation and this study.

Communication theorists have issued calls for theoretical approaches which rules theory seems to answer. Delia and Grossberg

(1977) claim, "The ultimate role of interpretive approaches in our field, of course, will turn on their yielding analytic tools capable of revealing important regularities in the procedures and practices of communication" (p. 42). Tucker, Weaver, Berryman-Fink (1981) decried communication research tools which investigate "linear causality" while claiming to believe in mutual causation (p. 292). Rules theory appears to answer these challenges, since the process of negotiation is clearly an episodic activity, involving mutual causation, and developing sequentially under the apparent guidance of some rule structure.

This study accepts the fundamental postulate of Watzlawick, Beavin, and Jackson (1967) as the basis for questioning the assumptions of Donohue's coding system. Both rules theory and communication theory endorse the concept that an utterance has no meaning until assigned by another individual (p. 101). In this context, the role of labelling in Donohue's coding system requires brief explanation. Donohue has assigned a "code weight" to each category in his scheme, so as to derive a "relative advantage statistic" by subtracting the assigned response code weight of one negotiator's utterance from the cue code weight of the opposing negotiator's utterance in each pair of sequential interactions. These figures are summed to obtain the total relative advantage which supposedly reflects upon which negotiator used better attacking, defending, or regressing tactics in the negotiation. Donohue believes that the negotiator who achieves the greater outcome and "wins" will usually

be the individual using strategies more effectively.

This assignment of code weights and comparison of statistics would be valid only if, first, the rules implicit in Donohue's system represent negotiator's rules. As Shimanoff (1980) noted is usually the case, "More evidence is needed if one wants to claim that the rule had some impact on the behavior" (p. 128).

Further, other factors relevant to the negotiation event must be also placed in proper perspective. Donohue (1981b) asserts, "Clearly, the negotiator who is more adept at manipulating the rules should be more successful (other things being equal)" (p. 109). It must also be determined then whether negotiators' interpersonal interaction may be separated from all other factors so as to directly attribute negotiation success to more expert application of rules. Consideration of these questions paves the way for generalizations as to rules usage, and ultimately, expansion of rules theory to subsume negotiation as a particular type of social action.

Projection of the Thesis

Chapter 1 has introduced the relationship of interaction analysis, negotiation, and communication rules as the basis for a case study of negotiation. Chapter 2 will review the literature in each of these three areas. Chapter 3 will present the methodology of the case study, and chapters 4 and 5 will discuss its results, conclusions, implications, and limitations.

CHAPTER 2

THE LITERATURE REVIEW

Interaction Analysis Literature

Fisher, Drecksel, and Werbel (1979) noted that countless studies validate the existence of patterns in human communication, both conceptually and empirically. Consequently, the real issue lies in whether state-of-the-art coding systems sufficiently represent the communication being studied, and whether they offer productive conclusions about that communication. An ongoing attempt by communication researchers exists to ensure that categorization systems represent actual meanings, and to illustrate the "presence of mutual influence" in communicative interaction (Hewes, Planalp, & Streibel, 1980, p. 138).

The four methods of analyzing human discourse which influenced Donohue's coding scheme included content analysis, interaction process analysis, bargaining process analysis, and transactional process analysis. The following discussion summarizes each model and its contribution to the study of negotiation.

Content Analysis

Janis (1943) described content analysis as a means by which observers use "explicitly formulated rules" yet judgments ranging from "perceptual discrimination to sheer guesses" in classifying verbal messages into categories (p. 429).

Content analysis proceeds with regard to either the structure of the interaction between sender and receiver, or the content patterns. Donohue, Hawes, and Mabee (1981) explained, "the content approach focuses on the utterance and assesses how utterance patterns serve to orient members to group functioning (what is it?), to evaluate content (how do we feel about it?), and to control the direction of the interaction (what shall we do about it?)" (p. 135).

While the latter part of this definition suggests interaction process analysis (IPA), this explanation serves to stress that a continuum of potential items for study in content analysis exists. The IPA variation will be discussed shortly.

Steinzor's (1949) classification system exemplified one of many "pure" content analysis techniques. It included 18 categories analyzing the content of individual verbalizations in groups, and three subcategories relating to group, self, and issue. But as Rogers and Farace (1975) observed, this simplistic system classified each utterance independently of other utterances, and ignored the sequential nature of verbal behavior.

One of Berelson's (1952) four criteria for the use of content analysis specified application to the "syntactic and semantic dimensions of language" (p. 15). "Pure" content analysis cannot, by definition, incorporate the relational and interactive aspects of the negotiation process.

Interaction Process Analysis

Bales introduced a more advanced technique, interaction

process analysis, in the late 1940s. Bales (1970) summarized:

The method of simultaneously classifying the quality of the act, who performs it, in relation to whom . . . is called Interaction Process Analysis. The term "process-analysis" is meant to distinguish the method from "content analysis." The interaction categories do not classify what is said, that is the content of the message, but rather how the persons communicate, that is, interaction. (p. 92)

Bales' procedure overcame the relational and sequential omissions of content analysis. However, as Bales (1951) originally admitted, his technique solely concentrates on observing resolution of group task and social-emotional difficulties (p. 36).

Walcott, Hopmann, and King (1977) also noted, "Bales' system, however, is more suitable for the analysis of essential cooperative behavior than for mixed-motive negotiation. It does not allow for the coding of manipulative behavior (e.g., threats, promises, commitments or for the clear identification of concessions or other position changes" (p. 203).

Soskin and John (1963) sought to overcome Bales' limitations with their own interactional scheme. Their categories distinguished between the informational and relational functions of talk. Although this system stressed interaction and sequencing of responses, it still omitted categories specific to negotiation.

Rogers and Farace (1975) summarized the problems of similar adaptations of interactional coding systems:

Most of the techniques, however, have a strong emphasis on the report or content aspects of interpersonal interaction, rather than on the relational aspects The methods of

Bales and of Soskin and John are examples of classifying messages on the basis of the function of the act for the group. Most of the systems have not attempted a transactional, systems-level analysis of communicative acts. (p. 228)

McGrath and Julian (1963) adapted the IPA by adding a category for "structuring activities" which categorized acts determining the procedures for sequencing differences of opinion. Angelmar and Stern (1978) rejected this revision as setting procedures but not examining the activities which parties use to influence one another (p. 94).

Bargaining Process Analysis

Because these attempts to revise IPA still failed to account for negotiation strategies, Scheidel and Crowell (1961) developed bargaining process analysis. Their categories for the study of group interaction were later adapted by Beisecker (1970) for the examination of mixed-motive interactions. This improved upon content or interactional schemes by focusing on ideas rather than on negotiators' behaviors (p. 158).

Angelmar and Stern's (1978) system elaborated upon Walton and McKersie's (1965) four types of bargaining tactics, asserting that the behaviors suggested by those processes also pertain to a particular bargaining event. Their categories included questions, self-disclosures, recommendations and warnings, positive and negative normative appeals, commands, promises and threats, and rewards and punishments. Although the authors called for further study, they suggested, "Three areas appear particularly promising

for applying the present scheme: diagnosis of bargaining behavior, discovery of its determinants, and development of prescriptive bargaining principles" (p. 100).

Walcott, Hopmann, and King (1977) described Walcott and Hopmann's version of bargaining process analysis (BPA). Negotiators' behaviors were classified into one of 13 categories, which in turn were organized into five groups: substantive, strategic, task, affective, or procedural behaviors. This system accommodated more effective examination of negotiation strategies such as "soft" versus "hard" bargaining strategies, among others. The authors hoped further study would apply BPA to both game and real world negotiations. To date, however, no generalizations exist regarding which bargaining tactics are most effective, except under relatively controlled conditions.

Transactional Process Analysis

A fourth technique sought to deal with both the relational and process aspects of bargaining interaction. Rogers and Farace (1975) described their technique as follows:

The development of a transactional coding scheme combines several current mutually reinforcing lines of theoretical concern. First, it focuses on the observable, ongoing aspects of interpersonal interaction, rather than on internal consequences. Second, it is concerned with the form, or structure, of interaction, as distinct from a concern for referent. And third, it stresses the systemic aspects of communication rather than individual behavior. (p. 237)

A three item code first identified the person speaking, second, the type of remark, and third, the purpose of that utterance. This

system reflected the fact that the second message in a series confirms the first, and also provides the stimulus for yet another transaction (p. 228).

Despite this emphasis on the sequencing of talk, Donohue (1981a) claimed transactional analysis focused on the communication dyad but still omitted strategies specific to negotiation. He felt this model could be revised to study negotiation more appropriately.

Donohue's Negotiation Interact Coding Scheme

Donohue (1981a) offered his negotiation interact coding system to incorporate both content and relational aspects of negotiation. Accepting definitions of negotiation as a mixed-motive, cooperative yet competitive situation, he based his system on three assumptions. First, participants assume that a particular act by the opposition constitutes a strategy designed to win some advantage. Second, participants seek to "coordinate their expectations about what each other is willing to accept," by searching for information about the other individual's acceptable settlement points. Each statement is scrutinized for its value in revealing the opponent's "bottom line." Third, the participants accept the other's statements at face value, and design their succeeding utterances as responses. Donohue thus claimed the outcome of a negotiation depends upon how the utterances are sequenced in relation to one another (pp. 273-274).

Using conclusions from game theory and bargaining studies, Donohue formulated a set of rules generalizing how negotiators sequence behaviors. These then operationally defined a set of

coding categories similar to those in Rogers and Farace's (1975) scheme. However, Donohue's rules incorporated Cushman and Craig's (1976) assumption that all communicators' utterances simultaneously respond to a partner's previous utterance, and cue or constrain the other party's subsequent utterances. Thus each utterance was to be coded twice, as a response and as a cue, relative to tactical significance as an attack, defense, or regression.

Donohue (1981a) defined attacks as maintaining the offensive for the user by challenging or discrediting and forcing the opposition to yield control by continuing in a particular direction. Defensive tactics serve to deflect opponent attacks and bolster one's position by forcing the opponent to respond without necessarily attacking or modifying that person's position. Regressions entail downgrading expectations through acceptance, concessions, and/or revelations of weakness and a lack of confidence in one's own position (pp. 276-277).

Donohue used three digits to code each utterance. The first denoted whether the remark was a 1) talkover (spoken during an opponent's utterance), 2) question, 3) assertion, or 4) noncomplete (unfinished remark). The second indicated whether the utterance was being coded as a 1) response, or 2) cue. The third digit was selected from among a response set and a cue set. The combinations of codings were to illustrate "the changing patterns of relative advantage throughout the negotiation" (1981a, p. 277).

Donohue revised his negotiation rules at several points, with the most recent 1982 revision presented after this case study had

utilized the 1981(a) coding categories. Figure 1 illustrates the categories in their response and cue, and attacking, defending, and regressing functions. The differences between this scheme and the later adaptation are described in chapter 5 with the results and implications of this study.

<u>RESPONSE CODES</u>	<u>CUE CODES</u>
<u>Attacking:</u>	<u>Attacking:</u>
1) Topic change	1) Charge fault
2) Initiation	2) Threaten/promise
	3) Offer
<u>Defending:</u>	4) Charge and deny
3) Conditional other support	
4) Nonsupport	<u>Defending:</u>
5) Answer	5) Deny fault
	6) Self-support
<u>Regressing:</u>	<u>Regressing:</u>
6) Other support	7) Concession
7) Disconfirmation	8) Other
8) Other	

Figure 1

Response and Cue Code Categories

Each negotiation rule and its corresponding code requires explanation. The following discussion explains the coding categories from Donohue's (1981a) study, along with corresponding rules appearing in additional sources.

Responding categories. From among the attacking response codes, "topic change" refers to the advancing of a new, more powerful point. Rule 1 states, "When the opponent relinquishes control of the negotiation through a defending or regressing cue, the negotiator has the right to change the topic or in other ways control the direction of the interaction. Exercising this right obligates the opponent to

continue the expressed direction or risk appearing weak in retreat" (1981b, p. 112).

The "initiation" category involves the taking of initiative through making the first move. Responding rule 2 suggests, "Either negotiator has the right to initiate the negotiation when no prior initiation rights have been negotiated. Exercising this right obligates the other also to begin the bargaining process or risk appearing uncooperative" (1981b, p. 112).

The first type of defense, "conditional other support," involves a cooperative yet reserved attitude such as indicated in saying, "Yes, I agree, but . . ." This rule states: "When the opponent cues with an attack that is difficult for the negotiator to reject without appearing uncooperative, the negotiator is still obligated to reject or in some way challenge the attack However, the negotiator can still reject the attack cooperatively by supporting the opponent's point as a set up for a refutation" (1981b, p. 112).

A "nonsupport" defense encompasses any challenge, rejection, or disagreement. This rule reads, "When the opponent cues with an attack, the negotiator is obligated to reject or in some way challenge the attack. Failure to challenge can be viewed as a support for the attacking point" (1981b, p. 112).

An "answer" involves any response without important settlement information which merely continues the interaction without constraint. "Answering questions can be viewed as extending the discussion with minimal impact on the answerer's expected outcomes" (1981a, p. 279).

Among the three types of regressions, "other support" entails

support for the other with less reservation than in "conditional other support." This rule states, "When the negotiator gives unqualified agreement, assistance, acceptance or approval to any cue the opponent presents, the negotiator acknowledges the legitimacy of the cue" (1981b, p. 112). This tactic becomes regressive because it yields control.

"Disconfirmation" stems from the rule, "When the opponent cues with an attack (or other statement requiring a specific response), the negotiator is obligated to address the substance of the attack. Failure to address the cue by changing the topic, or in other ways ignoring it, can be viewed as tacitly conceding or supporting the point being attacked" (1981b, p. 112). Such a move implies weakness.

The "other" category simply includes any unclear or unrelated utterance. This rule states, "Given the competitive nature of the interaction the negotiator is expected to provide a 'competent' response to the opponent Failure to present a strategic utterance as a response can be interpreted as some evidence that the user's focal point is unfirm or inexact" (1981b, p. 112). Since this move relinquishes the opportunity to make a more effective move, it is regressive in nature.

Cueing categories. Donohue suggests that four types of attacks exist. "Charge fault" attributes blame by directly discrediting the opponent. The first cueing rule notes, "Discrediting, weakening, or in other ways attacking an opponent's position obligates the opponent to respond or defend himself, or risk conceding the point being attacked" (1981b, p. 111).

The "threaten/promise" code revised a previous rule which read, "Threatening an opponent or his position obligates the opponent to respond or acknowledge the threat or risk antagonizing the user of the threat" (1981b, p. 111). The concept of a promising tactic involves suggesting rewards along with the possible penalties to the opponent for responding or failing to respond as desired.

"Offer" refers to initial offers and repetitions since they indicate commitment. "Proposing an offer to an opponent obligates the opponent at least to consider the offer because offers tend to structure bargaining parameters" (1981b, p. 111).

"Charge and deny" constitutes the fourth type of attack, which the cueing rule explains. "When attacking and defending cues are provided in the same utterance, the presence of the defending cue (deny) gives the opponent the option of responding to either cue, somewhat attenuating the attacking power of the charge attack" (1981a, p. 280). The opponent therefore must decide how to respond to this tactic.

Out of the defending categories, "deny fault" involves refusal to accept blame. The rule suggests, "Successfully rejecting an attack by devaluing the opponent's products or denying the accuracy of some information sustains the user's position but does not necessarily demand a response from the opponent unless it is combined with an attack" (1981b, p. 111).

"Self support," as a defense, similarly deflects attacks without strongly constraining the opponent. This rule states,

"Providing information supporting the negotiator's own point of view bolsters the user's position but does not necessarily constrain or in other ways control the next utterance unless the information is heard as an attack" (1981b, p. 111).

Of the two cueing rules which act as regressions, "concession" suggests weakness, especially when made in the face of an attack. This rule states, "Concessions are viewed as clear indications of decreased expected outcomes" (1981a, p. 280). Donohue defines a concession as including any dollar offer which is less than the previously suggested or agreed upon dollar offer.

The last cueing regression, "other" is similar to the corresponding response category in that it refers to ambiguous utterances relinquishing control of the interaction. The accompanying rule includes "Any cue not conforming to the above category specifications. Cueing utterances that are unclear or unrelated to the negotiation imply a lack of strength in one's offensive potential" (1981a, p. 280).

Integration. Donohue (1981a) also assigned relative power weights to each of these coding categories, explaining that "some attacks and regressions were clearly more powerful than others in structuring the outcome. To ignore these differences would make the coding scheme less sensitive to changes in each negotiator's relative advantage" (p. 280). The so-called "intense" and "less intense" groupings resulted from the amount of information the particular tactic gave to the opponent about the user's expectations, and the clarity with which the tactic met the criteria for constituting an

attack or regression. Numerical weights were used to compare tactical use, as plotted in graphic form.

Donohue hypothesized that successful negotiators use attacks, defenses, and regressions more effectively. He engaged 20 pairs of college students in mock civil suit, out-of-court proceedings. Sixteen negotiations supported his hypothesis: individuals using more attacks "won," according to his operational definition of success as "the amount of the subject's settlement in proportion to the amount for which the subject was negotiating originally" (1981a, p. 283). Donohue rationalized possible alternative explanations for the outcome of the remaining four dyads, such as extreme initial offers or frequent concessioning.

Donohue offered four conclusions relating to the method used and implications for further study. He claimed his coding scheme represented one of the first attempts to code interaction in a distributive negotiation in terms of content and relational functions, or responses and cues. He also claimed to have been the first to differentiate between tactical functions of attacking, defending, and regressing, and to relate these tactics directly to negotiation outcomes.

Donohue (1981a) also concluded that his results "demonstrate that the outcome of a negotiation event can be predicted from the structure of the negotiation interaction as it evolves over time." He asserted that this "processual" view of a negotiation, illustrating which tactics "are most effective in relation to which tactics" will

allow researchers to evaluate the competence of negotiators (p. 285).

Donohue presumed to have begun the task of indicating the intensity of such tactics through his weighting procedures, since he recognized the differing power of certain moves. He suggested future observers could code utterances by category but also subjectively rate the strength of each tactic. He offered no method by which to accomplish this task, however.

Donohue's negotiation interaction analysis therefore developed out of the content analysis tradition, having benefitted from improvements adopted by bargaining process analysis and transactional process analysis. Its categories and structure reflected an attempt to adapt utterance analysis techniques to a specific type of communication event--negotiation. The literature review proceeds by summarizing major negotiation literature to date.

Negotiation Literature

Negotiation studies have centered on one of two possible orientations: a concern for the methodology used, or the underlying theory to be tested. Negotiation methodologies include game theory, parasimulation, and real world observation. Negotiation theories may be summarized as psychological-sociological, economic, strategic, and process oriented. Each of these orientations must be discussed, beginning with the methodological paradigms, since most theory to date evolved from their study.

Negotiation Methodologies

Game theory. Of the three methods for negotiation study, games, simulations, and observations, gaming has been most prevalent by far. Beisecker (1970) explained that game theory is represented in mixed motive situations wherein participants must make appropriate decisions to reach some goal. Their competitiveness or cooperativeness may thus be examined. Von Neumann and Morgensten first conceptualized the application of games to negotiation in 1947, and Nash (1950) and Harsanyi (1956) followed.

Rubin and Brown (1975) found that of the 500 negotiation studies completed over the preceding ten years, the Prisoner's Dilemma game accounted for over 300, the Parcheesi Coalition game for about 40, the Acme Bolt Trucking game for 25, and the Bilateral Monopoly game for 25 more (pp. 19-20). Since these four games dominated negotiation research, each requires explanation and description.

The Prisoner's Dilemma games involve the making of simultaneous choices by participants and the receipt of "points" based on a pay-off chart. A matrix explaining potential outcomes is derived, so that situational, psychological, and other variables may be manipulated and their effects on interaction and outcome observed.

The Parcheesi Coalition game, designed by Vinacke and Arkhoff in 1957, focused on how individuals join in forming coalitions. Participants moved playing pieces on a game board from start to finish, based on a numerically weighted marker. Joining together in alliances allowed the combining of dice throws and thus greater speed in reaching victory.

The Acme-Bolt Trucking game, invented by Deutsch and Krauss in 1960, involved two individuals role playing trucking firm managers who wished to deliver merchandise to their destination in the least time required. Of two routes, one is shorter but allows passage of only one vehicle. Players avoid stalemate only if they elect to cooperate.

In the Bilateral Monopoly game a single buyer and seller negotiate the sale price of imaginary merchandise. The buyer attempts to decrease costs and the seller to increase profits in accordance with a given payoff table. The offer and counteroffer, sequential nature of this game most closely resembles actual negotiation, thus lending it to use in the economic theory of negotiation.

Despite the prevalence of the gaming paradigm, numerous shortcomings limit generalizability of game findings. Walton and McKersie (1965) suggested two initial problems with their basic format. First, games tend to oversimplify the various "alternative courses of action" available to the participants. Actual negotiation is much more complex. Second, games generally establish a fixed possible outcome and thus numerical "points" are also static (p. 48). In real world varying sum, integrative situations, or in fixed sum, distributive situations, participants may redefine the relative values of the issues involved.

Hammer and Yukl's (1977) literature review noted a third shortcoming of game theory: simultaneous decision-making fails to resemble the sequential format of actual negotiations where participants constantly challenge and attempt to out-guess one

another (p. 143).

Young (1975) suggested a fourth criticism. The focus of a given game limits the generalizability of findings by emphasizing outcomes rather than procedures, and ignoring the "process" and strategies involved (p. 4). Zartman (1977) noted, "Game theory mistakes repetitive strategy for interactive strategy in which parties use various means of persuasion to modify the others' values" (p. 73).

A fifth, critical limitation of game models rests in the lack of communication between parties. Most game theory-based studies fail to incorporate sequential communicative interaction (Beisecker, 1970, pp. 149-150). Theye and Seiler (1979) criticized these static exchanges limiting communication to a "one way" orientation, ignoring the process involved and the continuous verbal and nonverbal exchange (p. 377). Hamner and Yukl (1977) described game models as "a highly artificial situation" (p. 156). Nierenberg (1973) stressed that "Negotiation depends upon communication" (p. 4). When communication is introduced to the model, dramatic changes result in terms of the effectiveness in bargaining by the two parties (Rubin & Brown, 1975, p. 99). As Fisher and Ury (1981) summarized, "Without communication, there is no negotiation" (p. 33).

Despite the wealth of ideas generated from game theory research, limitations necessitated the search for improved models. Thus theorists created economic models from the original bilateral monopoly game to establish a more realistic interactive sequence involving sequential offers and counteroffers, varying degrees of information, and flexibility in payoffs. Since economic theories closely

relate to improved gaming models, their discussion continues in the review of the four main negotiation theories.

Parasimulation. The parasimulation methodology retains similarities to game models yet incorporates revisions to overcome deficiencies. Stern, Sternthal, and Craig (1973) credited Guetzkow's "international simulation" for some of the elements of this model, explaining that the design of parasimulation "falls somewhere between a straightforward simulation and a game" (p. 170). Stern et al.'s paradigm involved the role playing of two groups, one as the "Surgical Manufacturing Company," a fictitious producer of microscalpels, and "Wholesale Supply Company," the sole area distributor of the scalpels. Negotiations proceeded to determine the price and quantity desired. The creators concluded this parasimulation fostered realistic interaction and conflict management, while retaining sufficient experimental control over important bargaining variables (p. 176).

The model used by Donohue (1981a) in his rules approach to negotiation involved the role playing of a civil suit, out-of-court negotiation, as designed by Williams (1971). This simulation allowed role playing without the game models' restrictions, yet sufficient control over conditions to allow more valid comparisons between bargaining pairs. Relative to gaming, then, the parasimulation method appeared more realistic for studying the negotiation process.

Real world observation. The final method, real world observation, involves examining actual negotiations. Yet this method's descriptive orientation caused researchers to avoid it in favor of models allowing manipulation of variables, and in favor of equations assumed to have predictive validity. Patchen (1970) explained, "there is a temptation--especially in the laboratory--to study one, or a few isolated variables as they affect conflict and cooperation" (p. 289). The resultant conclusions obviously possessed limited generalizability.

Zartman's (1977) edited work sampled negotiation studies based on actual negotiations, from British foreign policy argumentation in 1918 to the 1973 Vietnam negotiations. However, these studies based their analyses on a relatively narrow theoretical orientation. A more encompassing theory has yet to be outlined from such work.

Rubin and Brown (1975) observed,

Bargaining, after all, goes on all around us, all the time, in innumerable contexts. Yet how often have we taken advantage of this fact and left the experimental laboratory in search of real bargaining incidents? Clearly there is a need for more, much more, observation of as well as intervention in the bargaining process as it occurs in reality. (p. 298)

The study of negotiation clearly requires some conceptual anchor, a theoretical base. The methodology of observing real world negotiations floundered due to inadequate theory which has reflexively depended upon gaming, simulation, or real world observation for development.

Theoretical Perspectives

Examination of the four main theoretical perspectives of negotiation reveals the close relationship between methodological and theoretical developments. Four negotiation theories summarize the literature. First, the psychological-sociological or personality approach focused on attributes of the negotiators themselves rather than the process in which they engage. Second, the economic or learning model developed mathematical equations and utility curves to describe gaming and bargaining. Third, strategic analysis evaluated outcomes from game models so as to generalize regarding the most effective strategies. Fourth, process analysis evolved from all three types of methodologies and observed that negotiation involves the interrelationship between numerous variables, but particularly the interactional attributes brought to the negotiation by the participants (Zartman, 1977, pp. 71-75).

Psychological-sociological perspective. Personality and psychological variables obviously exert some degree of influence on the outcome of negotiations. Numerous theoretical models have been developed relative to these variables. Sawyer and Guetzkow (1965) offered the first comprehensive "social-psychological" model which included five elements: goals and motivations, the negotiation process, the outcomes, background factors (culture, relationships, etc.), and specific situational conditions (p. 467). The authors admitted the need for further study of the relationships among these variables.

Terhune (1970) summarized methods for studying personality effects on negotiation: general observation during game trials,

matching subjects with role playing confederates, and matching subjects based on personality comparisons. He noted that although personality is admittedly an intrinsic variable, extrinsic, contextual factors may interact with and influence manifestations of personality in the negotiation (pp. 229-230).

Hermann and Kogan (1977) reviewed studies involving over 1100 trials of the Prisoner's Dilemma game. The effects on bargaining of eight key personality variables were summarized: anxiety, authoritarianism, cognitive complexity, tendency toward conciliation, dogmatism, risk-avoidance, self-esteem, and suspiciousness. Six of these eight variables showed significant interactive effects in dyadic analysis. However, Hermann and Kogan admitted that these variables constitute only a small determinant of bargaining outcome (pp. 247-274).

Spector (1977) also examined behavioral styles, personality, and psychological climates in a Lewinian or field theoretic approach to negotiation. He criticized behavioral findings of the 500 studies reviewed by Rubin and Brown (1975), which suggested that although some researchers found significant relationships between particular personality attributes and outcomes, others did not. Further, the specific underlying psychological variables accounting for these effects in the negotiation process were unclear (pp. 55-56). Thus personality, psychological, and sociological theories unduly restrict consideration of the negotiation event to only a few of many important variables.

Economic modeling. The second type of theoretical orientation underpinning negotiation study, economic modeling, evolved out of the Bilateral Monopoly game. Economists and mathematicians sought a deterministic framework with which to model negotiation processes, and ultimately to allow prediction of union wage demands and the effects of oligopolies on economic conditions (Young, 1975, p. vi).

Nash's (1950) original economic model primarily considered the utility values--acceptable points of settlement--to the negotiating parties. Nash believed agreement would be reached in that area of solutions lying between the two parties' "bottom line" utility possibilities (pp. 155-162).

Zeuthen's (1930) model offered an equation for the prediction of negotiator outcomes, assuming that the negotiator had knowledge of the other's utilities (pp. 104-150). Pen, Cross, Coddington, and Nicholson each also offered similar versions of utility value modeling.

Such models' theoretical assumptions included a distinct range of outcomes (Young, 1975, p. 131), with definite pain and pleasure functions identifiable for both parties (Mabry, 1965, p. 502). Cost versus benefit functions influencing parties' behavioral decisions were represented graphically, as zones of utility functions, or mathematically, as variables in equations.

Like the psychological-sociological perspective, the economic perspective again suffered from theoretical and practical limitations. Cross (1969) admitted that many models overemphasized the model over the process (p. 69). Young (1975) warned that economic

models ignored the role of critical variables, but especially the effect of bargaining skill, on negotiation outcomes. Finally, their quantitative emphasis limited the applicability of economic models to negotiation situations with less clearly defined parameters (pp. 141-143).

Although economic models sought to develop not only a descriptive but a predictive formula for evaluating negotiation outcomes, they still possessed theoretical and process-oriented flaws. As extensions of the game theory methodology, they did not provide a sufficiently explanatory theory.

Strategic analysis. A third theoretical vantage point concerned the effects of various influence strategies on negotiating behaviors. Game models generally measured how effectively the negotiators followed both their own and game rules to develop successful strategies (McGinnies, 1970, p. 412).

Donohue (1981a) reviewed previous studies and based construction of his negotiation "rules" on generalizations of tactical and strategic effectiveness. Walton and McKersie (1965) pioneered the first comprehensive examination of strategy types, claiming to have paved the way for development of theory. Yet most students of negotiation still concentrated on isolated variables, testing the impact of strategies such as advancing a "hard" or "tough" position. For example, Bartos (1974, p. 166) and Hammer and Yukl (1977, p. 155) independently concluded that tough strategies result in more favorable outcomes for users than "soft" strategies.

More recent syntheses of such findings resulted in taxonomies listing tactics and strategies ranging from the use of deliberate deception such as "inscrutability," or "Bre'r Rabbit" approaches, to conciliatory positions such as "split the difference," or "draftsmanship" (Edwards & White, 1977, chap. 3; Fisher & Ury, 1981, pp. 137-148).

Despite the proliferation of strategic advice, many shortcomings made strategic analysis less sound as theory. Hamner and Yukl (1977) challenged generalizations due to their foundation in games, which often used diverse criteria to evaluate effectiveness of strategies, or failed to realistically mirror actual negotiations (pp. 156-157). As yet, no solid theory exists, primarily because no tactic or strategy succeeds in all conditions with all opponents (Hamner & Yukl, 1977, p. 157; Karrass, 1974, p. 216; Schelling, 1960, p. 4).

The elaborate interrelationship of variables in the negotiation process defies simplistic generalizations about effectiveness of strategies. Nonetheless, the promise of strategic analysis may lie in its incorporation into a larger theoretical orientation.

Process analysis. The fourth theoretical perspective, process analysis, took a more holistic view of the actual negotiation event, viewing it as "a learning process in which the parties react to each other's concession behavior" (Zartman, 1977, p. 73).

Based on the economic models and theories, the learning process specified that each move and demand in a negotiation results from

original intentions, and adaptations of those plans based on newly found knowledge (Cross, 1977, p. 29). Siegel and Fouraker's (1960) Bilateral Monopoly studies varied negotiation conditions and information to evaluate the effect on negotiators' behaviors. Similar to the findings in small group research, Siegel and Fouraker established a four-step pattern of bargaining: negotiators advanced demands, experienced failure, made concessions while adapting aspirations, and ultimately discovered the "Pareto optimal set" or ideal outcome (p. 90). Sawyer and Guetzkow (1965) visualized a similar sequence (pp. 471-472).

The process approach to negotiation more effectively encompassed game, simulation and real world methodologies, and more closely resembled actual negotiation interaction than did previous perspectives. As Zartman (1977) noted, the process approach recognized that "behavior not only responds to behavior . . . but because of that fact, behavior can be used to evoke responsive behavior" (p. 74).

On the basis of the foregoing discussion of methodological and theoretical approaches to the study of negotiation, cautious generalizations may be made. First, simulation appears to be the most useful method of study at present. Its realism yet capacity for experimental control lend it to continued fruitful study. Second, the process approach appears to be the most promising theoretical orientation, since it incorporates the interaction of the negotiators yet retains consideration of elements from the other

three theories--personality, economic, and strategic variables--in their relationship to the negotiation process. Indeed, the concept of codetermination of behaviors closely resembles the primary assumption of one particular communication rules theory, the Theory of the Coordinated Management of Meaning.

Rules Theory Literature: The Coordinated Management of Meaning

Rules theory will be discussed through first, a brief examination of its development, second, definition of important concepts, and third, expansion to include negotiation as a particular form of social action.

Evolution of the Rules Perspective

Shimanoff (1980) summarized evolution of the rules perspective from two standpoints: the denunciation of models portraying man as a mechanistic organism with little control over responses to stimuli, and the embracing of a proactive model suggesting that man rationally chooses how to behave. These choices are claimed to be made on the basis of rules (p. 32).

The rules perspective developed from many areas of knowledge.

Pearce (1980) summarized:

Rules theorists could trace their lineage back to Kant, Wittgenstein and other academic heroes, and could look laterally to ethnoscience, ethnomethodology, phenomenology, hermeneutics, sociolinguistics, generative linguistics, cognitive psychology, etc., for cognate studies and even research exemplars. (p. 2).

Numerous strains and interpretations of rules resulted from this diverse past. Shimanoff (1980) described Toulmin's seven-part

taxonomy of rule-related behaviors, hierarchically arranged from the least to the most rational and conscious: behavior which occurs "as a rule," behavior which occurs with regularity, rule-governed behavior, rule-conforming behavior, rule-applying behavior, rule-following behavior, and rule-reflective behavior (pp. 119-120).

Pearce (1980) differentiated these rules approaches into three primary types: rule-following, rule-governed, and rule-using behavior. The rule-following approach assumes empirical generalizations or "weak laws" may be constructed, based on behaviors which occur with some regularity. Nofsinger (1976), Hawes (1976), Donohue (1981a, 1981b), and other interaction analysts uphold this tradition.

The limitations of the rule-following paradigm include first, its inability to account for varying levels of abstraction or meaning (Pearce, Cronen, & Conklin, 1979). It also fails the test of "generality," defining just how often this weak law actually occurs. Finally, it assumes social homogeneity in order to draw its generalizations. Clearly, human beings differ considerably, as do the communication episodes in which they engage. The flaws in Donohue's study may stem, in part, from this theoretical base.

Pearce's second theoretical type, rule-governed behavior, assumes individuals "know" the rules and act accordingly (Ganz, 1971). Cushman utilized Toulmin's practical syllogism to explain this perspective; Shimanoff (1980), Reardon (1981), and Smith (1982) also adhere to this paradigm.

One shortcoming of this approach rests in the assumption that

humans always "know" the rules which govern their actions. Individuals at times act without conscious purpose. Further, the question of social homogeneity again arises. Whether or not individuals "know" their rules, do they know the same rules?

The third rules perspective, rule-using, suggests a "matrix" of social rules exists as the ground on which persons act (Pearce, 1980, p. 11). Humans are competent enough to know that a rule does exist, even though they may not fully articulate it, and they see to it that they use the rule. Cronen, Pearce, and Harris' (1979, 1981) work with the Coordinated Management of Meaning most closely resembles this viewpoint.

In contrast with the other two rules approaches, the rule-using perspective as yet claims behaviors cannot be predicted on the basis of empirical generalizations. It allows for social heterogeneity since individuals' "competence" determines how they interpret and follow rules. While this theory is still in its early stages of development, it offers an explanation which accommodates the proactive, individualistic nature of human behavior. As a result, it forms the basis for this study.

The application of rules research to conversation and other interaction preceded Donohue's work by several years. Morris (1978) noted:

Much rules research is done by analyzing transcripts of conversations and formulating rules which explain the patterning of these conversations. Such utterances within conversations as question-answer pairs (Speier, 1973), summons answer pairs (Schegloff, 1968), conversational openings (Schegloff, 1968), demand tickets (Nofsinger, 1975) and ritual

insults (Labov, 1972) have been examined in this way. Moreover, other pragmatic matters like turn-taking (Sacks, Schegloff and Jefferson, 1974; Wiemann and Knapp, 1975), and structural imperatives of conversational episodes (Frentz and Farrell, 1976) have been investigated by rules researchers using transcripts. (p. 2)

In the rule-using tradition, then, Donohue applied his coding categories to negotiation simulations with the purpose of formulating rules to account for how individuals "win" (1981b, p. 120). The win versus lose "outcome" was to be correlated with particular behaviors or tactics. Universal rules or generalizations would then be constructed.

Definitions of Rules Theory Terminology

Definitions of important concepts in rules theory follow. Most of these explanations specifically relate to the theory of the Coordinated Management of Meaning (CMM).

Definition of "rule". Shimanoff (1980) summarized the work of many previous rules theorists by referring to notions of "norms," "expectations" to which people are expected to conform, "criteria for choice" by individual actors, or "sets of instructions" which account for speakers' behaviors (pp. 71-72). Pearce and Cronen (1980) called rules, "descriptions of how persons process information" (p. 138).

Harré and Secord (1973) labelled rules as propositions which guide action and determine expectations for other persons' actions. They claimed the self-generative mechanisms for following rules explain many patterns of behaviors which sociologists have sought to understand (p. 12).

The hierarchy of meaning. The theory of the Coordinated Management of Meaning rests on five propositions, as offered by Harris, Cronen, and McNamee (1979):

1. Individuals act on the basis of their construal of themselves, others, and situations.
2. Construals of meanings are hierarchically organized.
3. Construals of particular events take place according to the individuals' rules system for meaning and action.
4. Individual rule systems differ in structure.
5. The juxtaposition of two or more persons produces an interpersonal rule system. (p. 2)

The concept of the hierarchy of meaning illuminates these propositions. Pearce and Cronen (1980, chap. 5) offered six levels to illustrate the logical levels of abstraction in the human mind. Other models offered differing levels and labels, but still embraced the same assumptions. The following explanation moves from the most to least abstract notions.

6. "Archetypes" constitute the highest level; the most basic symbols or patterns perceived from an array of episodes or experience in general are the archetypes (Pearce, Cronen, & Conklin, 1979, p. 210).

5. "Life scripts" include "the repertoire of episodes that a person perceives as identified with him/herself . . . a recognition of 'this is me'" (Pearce & Cronen, 1980, p. 136).

4. "Episodes" involve the context in which interpretation of rules occurs; they may control the force and meaning of speech acts (Pearce & Conklin, 1979, pp. 77-78; Nofsinger, 1977, p. 19). They entail a unified series of activities, usually with an identifiable

beginning and end (Harré & Secord, 1973, p. 10). Together, episodes make up the larger scripts.

3. "Contracts" are agreed upon definitions of relationships between persons or objects.

2. "Speech acts" include the denotative and connotative meanings given to others through one's speech and accompanying behaviors. Some rules theorists borrow Kelly's (1955) term, "constructs," or beliefs resulting from one's perceptual interpretation of the world (Pearce, Cronen, & Conklin, 1979, p. 208).

1. "Content" or "raw data" exists as the most basic level of information gleaned from the environment, before interpretive processes are applied to it (Pearce & Cronen, 1980, p. 130).

So as the CMM propositions illustrate, communication begins with individual constructs, interpreted on the basis of the hierarchy of meaning as uniquely possessed by any given individual, and finally enmeshes with the constructs and rule structure of another individual in an episode.

Constitutive and regulative rules. But what are those rules by which we interpret behaviors? Pearce (1980) explained, "Constitutive rules specify how sensory inputs count as meanings, or how meanings at one level of abstraction count as meanings at another" (p. 141). The speech act of saying that someone's dress looks nice, for example, "counts as" a compliment higher in the hierarchy, given a particular episodic context. The appropriateness of such acts, however, is guided by regulative rules: "that in the context of certain social action, if given antecedent conditions obtain, then there

exists some degree of force for or against the performance of subsequent actions" (p. 141). Various degrees of prescriptive force control such actions as to the "If X, then Y" relationship of antecedents to consequents.

Communicators' rules interlock, according to Pearce, Lannamann, and McNamee (1979), "such that the rule-guided act of one person becomes the 'antecedent act' which invokes another person's rule, and so on" (p. 6). This description closely parallels the strategic orientation of much negotiation research, which assumes that the use of particular strategies influences the opponent's behaviors to follow.

Pictorial representations of the constitutive and regulative rules assist in their explanation. The constitutive rule (figure 2) specifies that in the context of a socially meaningful episode (MC_k), if an action (A) occurs, then that behavior will "count as" another meaningful construction at a higher level of abstraction (Pearce & Cronen, 1980, p. 142).

$$CR = \frac{MC_k}{A \supset [MC_i \longrightarrow MC_j]}$$

Where: A = Antecedent Condition
 MC = Meaningful Construction
 i, j, k = Levels of Abstraction
 \longrightarrow = Read "Counts as"
 \supset = Read "If . . . Then."
 $\frac{\quad}{\quad}$ = Read "In the Context of"

Figure 2

Primitive Form of a Constitutive Rule

An example illustrates the constitutive rule at work in the context of a negotiation episode. A negotiator's words, "Give us our demands or we will go to court," constitute the action or antecedent condition. At the lowest level of their hierarchy of meaning, these words are merely "content," or "raw data." But when the participants apply their interpretive processes to this verbalization, the higher level meaning might be that this phrase "counts as" the speech act of making a threat.

Figure 3 explains how the regulative rule operates. If, in the context of a social episode, an action (A) occurs, then each person feels a certain level of force to perform a particular action so as to reach a desired consequent (Pearce & Cronen, 1980, p. 143).

$$RR = \left[A \supset (Do(ActN_i))_{1-n} \right] \supset C$$

Where:

- RR = Regulative Rule
- A = Antecedent Condition
- Do = Deontic Operator (obligatory, legitimate, prohibited, residual)
- \supset = Read "If . . . Then"
- $ActN_i$ = Read as "Action." A class term for specific speech act(s) or extended episode(s).
- $ActN_j$ = Meaningful construction of social action at a level of abstraction j higher than level i.
- C = Consequent Conditions

Figure 3

Primitive Form of a Regulative Rule

Consistent with the individuals' rules structures, they may feel that performing the action is obligatory (required), legitimate (permissible), prohibited (not allowed), or residual (beyond that which is required). These "deontic operators" which control one's choices between alternative behaviors evolved out of the prescriptions of von Wright's (1951) deontic logic. The individual's rules structure uses these to determine the degree of appropriateness or force for performing available actions.

Although the algebraic models assist in understanding human action, the CMM admits they may not always be operative. One reason is that the strength or force of the relationship of behaviors to

antecedents and consequents may vary from weak to strong. Harris, Cronen, and McNamee (1979) summarized the intervening role of communicative competence:

Finally, not all human actors link their acts to elaborated episodes and/or life-scripts. Like poor chess players, their acts are determined by the other's immediately preceding "move" rather than a temporally-durative "strategy." (p. 5)

Thus the theory of the Coordinated Management of Meaning suggests individuals "use" rules but are not necessarily bound by them.

Coordination. The terms describing the manner in which persons interact are "coordination" and "coorientation." Cronen and McNamee (1980) described coordination as the ultimate goal of actors:

Coordinated episodes are those which have the following characteristics: 1) each actor perceives the episode created as coherent--although they may be poles apart in their interpretation; 2) actors perceive the pattern of talk to be within their joint control; 3) actors see the results of the episode as positive in valence. According to this theory, efforts to create coordinated episodes are guided by rules. Each actor organizes cognitions into constitutive and regulative rules that constitute his or her own intrapersonal logic. (p. 5).

Coordinated conversation involves more than accurate perceptions. Participants jointly create a logic from the developing pattern of linked statements. Each member believes he or she is correctly interpreting present meanings and future intentions, whether or not that information exchange is objectively "accurate" (Cronen, Pearce, & Snavely, 1979, p. 227; Harris, Cronen, & McNamee, 1979, pp. 14-15; Pavitt, 1981, p. 1; Pearce & Branham, 1978, p. 359). The degree of "enmeshment" within the constitutive and regulative rules

determines the degree of coordination--whether one person's behavior or consequent successfully serves its intended antecedent function for the other person, and vice versa (Pearce & Cronen, 1980, p. 236).

Pearce, Cronen, Johnson, Jones and Raymond (1980) devised a "coordination game" and demonstrated the existence of varying degrees of logical force and coordination of conversational structure. Johnson (1979) claimed coordination difficulties result when individuals differ in cognitive or construct complexity and in the equifinality of their rules structures. Equifinality refers to the number of alternative interpretations and behavioral responses actors believe are available under the circumstances. So although total accuracy may be impossible (Pavitt & Cappella, 1979), incongruent understandings necessitate obtaining additional information and redefinition, or coordination will not successfully occur (Lannamann, 1981; Pavitt, 1981).

Coorientation. "Coorientation," as a rules theory term, evolved from the social sciences. Chaffee and McLeod (1968) developed a model of coorientation and defined congruency, agreement, and accuracy relative to interactants' evaluations of one another's evaluations (figure 4). In calling for a determination of optimal communication for these three states, they suggested that studies coding communication should discover descriptions of the coorientation process (p. 669).

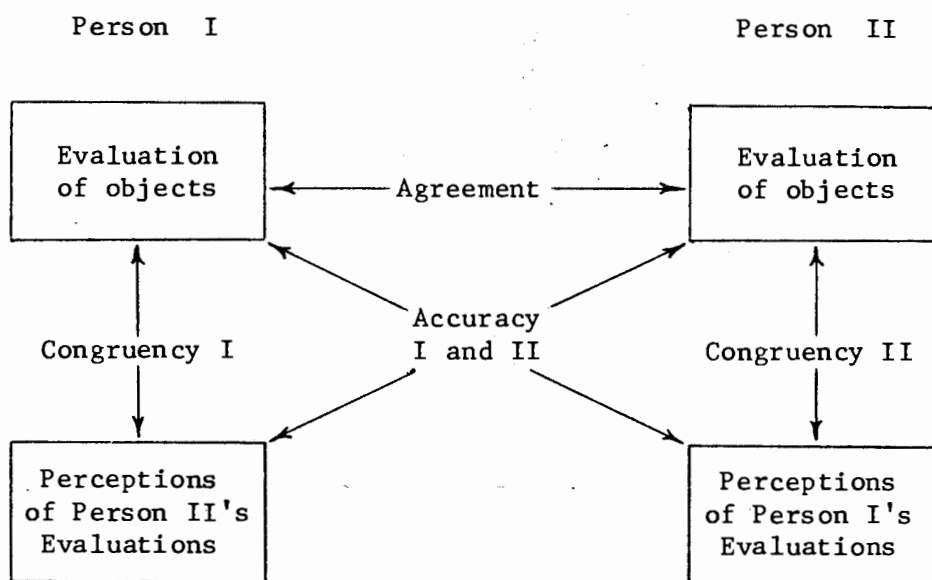


Figure 4

Component Evaluation Indices of a Coorientation Situation: Agreement, Accuracy and Congruency.

Pearce and Stamm (1971; 1973) developed their own model for studying dyadic communication patterns. They redefined Chaffee and McLeod's (1968) "congruency" as a learned criterion, antecedent to the start of a new message, and "accuracy" as the ability of actors to distinguish between their own expectations and the utterances of the other. They also suggested that two situations, confirmed agreement and confirmed disagreement exist. The emphasis on the sequential nature of action and interpretation also differentiated their view from the models such as Chaffee and McLeod's, which assumed the ability to examine a cross-section or portion of a communication event as if frozen in time.

Berger and Calabrese (1975) added the concept of the reduction

of participants' uncertainty to the consideration of coorientation. But Pavitt and Capella (1979) warned that no real "theory" of coordination as yet exists. Rather, dependent upon the situational context, coorientation is just one mechanism for increasing certainty, agreement, and accuracy, and ultimately, coordination (Cronen & McNamee, 1980; Pavitt & Capella, 1979).

Pearce, Lannamann, and McNamee (1979) defined coorientation as occurring when a person "has an affective or cognitive orientation simultaneously to an object/event and to another person perceived relevant to that object/event" (p. 1). This model usefully describes less ritualized situations in which actors cannot fully predict expected actions of the other, yet do have certain expectations. Negotiation may be exactly that type of situation.

Negotiation as a Form of Social Action

The foregoing discussion of rules theory in general, as well as the concepts of coordination and coorientation, suggests the means by which the CMM explains how negotiators interpret meaning and sequence their actions.

Donohue (1981b) argued that negotiation is sufficiently familiar for professionals and non-professionals alike to have at least some knowledge of the "rules" relevant to the event and their prescriptiveness. As occurs in any communication, negotiators, by definition, must search for the preferences of the other party (Cross, 1977, pp. 34-35; Jensen, 1963, p. 552).

Frentz and Farrell (1976) suggested all communication entails

strategic development:

In this imperative, actors make communicative choices which are guided by the collective emergent goal(s) of each episode. This imperative is similar to the developmental phase of chess wherein choices in each game will generate a pattern constraining subsequent choice. (p. 339)

Rules theorists have defined the criteria for an episode to lend itself to development of communication rules. Cronen, Pearce, and Snavely (1979) suggested the rules must be domain-specific, or tailored to the characteristics of the episode. Pearce (1980) claimed that although society is, in general, heterogeneous, some episodes may involve homogeneity in the types of behaviors engendered. Donohue assumes that the negotiation episode is sufficiently ritualized to allow generalizations about participant behaviors.

In terms of the algebra of the CMM, negotiators' regulative rules inform the sequencing of behaviors, and depend upon the degree of prescriptive force attached to an act. Thus a negotiator's rules allow the selection of one among many alternative strategies for use in initiating interaction with or responding to the opposing negotiator. Constitutive rules, then, allow negotiators to assimilate what is behavioral or raw data at one level (verbal), and establish its meaning at higher levels of abstraction, hierarchically and strategically.

The actors' perceptions are brought to bear on the negotiation event, as each attempts to base his or her behaviors on what the opponent has just done or may be expected to do in the future. For

example, if negotiator A says, "Your request is unreasonable," then negotiator B's perception, based on his constitutive rules, may suggest that this "counts as" an attacking move. As a consequence, due to the relational nature of communication, B's regulative rules may include a rule with a high degree of prescriptive force that a defending response is obligatory (Donohue, 1981b, p. 108).

One rules-based study of "Unwanted Repetitive Patterns" (Cronen, Pearce, & Snavely, 1979) suggested not only that a patterning of behaviors exists, but that sometimes, actors will not perceive having much control over the situation. As Harris and Cronen (1979) pointed out, what is important is the degree to which participants can see the relationship between their actions and their perceptions of themselves and their own relationships.

A final caveat must be made with regard to what the CMM attempts to do. Pearce, Lannamann, and McNamee (1979) noted that the CMM attempts to show how molar or episodic contexts relate to molecular or specific message meanings, through the use of the concept of logical force. This analysis calls for both a molecular analysis of negotiation tactics, and a molar view to the process involved as well as the cognitions of the participants in the negotiation itself.

Pearce, Cronen, and Conklin (1979) suggested communication theory-building failed in the past for two reasons. First, inadequate vocabulary existed to account for phenomenon. Second, theory appeared to be ambivalent as to the relationship between actors'

and observers' meanings. The theory required some means by which to include both subjective and objective elements, as well as a method by which to "conceptualize and measure actors' meanings" (p. 195).

It is the thrust of this study that by contemplating negotiation in the context of the CMM and testing Donohue's assumptions, the appropriateness of the CMM vocabulary may be revealed and thus greater explanation offered for how negotiators interact. Also, by combining the observer's objective coding system (Donohue's) and the participants' subjective interpretations and verifications of meanings, a better understanding of actors' constitutive and regulative rules for negotiation may be revealed.

CHAPTER 3

DESIGN AND METHODOLOGY

General Method

This study employed a naturalistic, yet quasi-experimental method, in the form of a communication case study. Each of these terms requires further explanation.

Naturalistic Observation

Naturalistic inquiry involves investigation of phenomenon by intruding as little as possible into the subject's world. Tucker, Weaver, Berryman-Fink (1981) explained the use of this method which evolved from the philosophy of phenomenology.

Naturalistic inquiry, rather than relying on formal logic, emphasizes logic in use, or individuals' logics of their own actions. That is, people are assumed to be active, planning, purposive, self-monitoring, self-justifying systems whose behavior arises in their pursuit of goals and their making sense out of themselves and each other. It is an individual's "sense-making" activity that concerns the naturalistic researcher. (p. 119)

This study therefore assumed that the observational method surpasses scientific manipulation of variables in a laboratory.

The application to rules theory involves Weick's (1954) explanation of the observational method: the "selection, provocation, recording, and encoding of that set of behaviors and settings concerning organisms 'in situ' which is consistent with empirical aim" (p. 360). In discourse analysis, the interact becomes the focus. As Shimanoff (1981) noted, the naturalistic tradition requires

the researcher to refrain from manipulating the environment in this analysis. Eventually, rules may be inferred from the behavioral regularities recorded (p. 154).

Pearce (1977b) further tied the naturalistic method to interaction analysis and rules theory. He emphasized that because two types of acts, "brute" and "institutional", constitute actors' collaboratively created communication, the researcher must "contrast his own concepts against the explications of the actors' interpretation" (p. 54). Borrowing Searle's (1969) terminology, Pearce explained that "brute" facts involve communicators' observable behaviors, both verbal and nonverbal. "Institutional" facts refer to communicators' agreements about meanings. In the hierarchy of meaning, then, a laugh might constitute good humor in one context yet an insult in another. As Pearce explained,

The function of naturalistic study of conversation is to explicate actors' meanings for the brute facts of conversation, and, in my judgment, best proceeds by identifying the sets of rules which govern and guide the production and interpretation of messages. (p. 53)

So naturalistic inquiry allows evaluation of events and their meanings from the perspective of the participants involved.

Other communication researchers also advised examining communicative behavior within its natural context. Cushman and Craig (1976) suggested a systems approach since relationships exist both between actors (such as negotiators), and with the larger system of which they are a part. Frenz and Farrell's (1976) "language-action paradigm" for rules research entailed observing acts and

episodes as part of a hierarchical context. This paradigm involved tracking behaviors within an episode to their end in terms of participants' goals and perceptions (Nofsinger, 1977).

Donohue constructed his rules and coding system from results of studies. This investigation assumes such generalizations should be validated by checking with the negotiators themselves.

Quasi-Experimental Case Study

Since the locus of the behavior studied was not in the field, as such, this study constitutes a quasi-experiment. A contrived situation brought the bargainers together, under conditions controlling case facts, time limits, and other variables. However, negotiators were encouraged to interact realistically, with experimenter intrusion afterward to elicit their perceptions of the event. These queries indirectly revealed whether participants sequenced their behaviors in accordance with Donohue's rules and their specifications for actions and reactions.

Although the case study approach prevented generalization of results to other populations, communication analysis relative to negotiating may still require such approaches. Kerlinger (1973) noted the necessity of exploratory studies to "lay the groundwork for later, more systematic and rigorous testing of hypotheses" (p. 406). Campbell and Stanley (1966) emphasized that no study actually confirms or "proves" theory. Rather, "the successful theory is tested and escapes being disconfirmed" (p. 35).

Cronen and McNamee's (1980) case study approach analyzed

coorientation and sequencing of behaviors relative to the theory of the Coordinated Management of Meaning. Their justification asserted:

We do question whether a theory based on statistical trends alone can be of much value when that theory is put to use in the analysis of a particular human relationship Case studies provide insights into how to interpret results of nomothetic research. (p. 8)

Their procedures mirrored those in this study. They selected "typical" episodic dialogues from audiotapes, and instructed each dyad member to apply speech act labels to the utterances. A questionnaire evaluated degrees of force behind particular messages, and compared subjects' descriptions with one another's and with the observers' codings.

This study therefore combined the naturalistic method within a quasi-experiment. The case study approach allowed careful attention to detail and subject interpretations of meanings. In challenging Donohue's negotiation rules and coding scheme, this study sought to reveal the strategic processes within a specific type of episode, negotiation. Results are not generalizable beyond this population. However, given the time and money limitations of the researcher, the outcome may imply suggestions for future, more scientific studies.

Procedures in Obtaining the Data

Pilot Studies I and II

Two pilot studies tested the case material and procedures to be utilized for this study. Revisions based upon these pilots are described later in this chapter.

Two undergraduate students from an organizational communication class volunteered to participate in the first pilot. Both had engaged in mock negotiations as part of their coursework. From Edwards and White's (1977, pp. 6-10) Teacher's Manual to The Lawyer as a Negotiator, the experimenter provided each with general and confidential case facts about one law firm selling and another hoping to negotiate a purchase price for law books.

The participants' negotiation was audiotaped and questionnaires regarding their perceptions completed. The researcher excused the subjects and transcribed the negotiation. Each utterance was codified through Donohue's interaction analysis scheme. On the following day, in an open-ended interview, participants were systematically questioned as to perceived meanings of utterances, and an additional questionnaire was administered. The researcher then compared questionnaire data between subjects for similarities or differences. Interview responses regarding participants' interpretations of utterances were also compared between participants and with the observer's coding data.

The results suggested several case and procedural revisions. A second pilot tested the use of an alternate case more similar to that used in Donohue's study. Again from Edwards and White (1977, pp. 55-59), this scenario involved the role playing by two attorneys in an out-of-court, civil proceeding. The plaintiff's attorney represents a brilliant viola player permanently paralyzed due to an auto accident with the defense attorney's client, a milk truck

driver. Certain facts from the original case were revised to offer more equal argumentation and to suggest optimal settlement points (See appendices A and B). These suggestions were intentionally vague to prevent negotiators from simply "splitting the difference" and to make judgment of the winner more dependent upon negotiating skill than on instructions. The plaintiff's confidential information suggested that although \$5.5 million was the public request, "you actually believe that even \$4 million would be an incredibly good award." The defendant's information read, "You would like to hold the settlement to \$2.5 million . . . but you know that will be extremely difficult."

To test the workability of this case, two university faculty members with experience in argumentation and debate enacted the roles of attorneys in a negotiation. This interaction was audio-taped but no follow-up questionnaires were used. The negotiation results of a \$2.1 million settlement in 25 minutes suggested the case and analysis procedures to be ready for the case study.

Case Study

Two groups of subjects participated in the study: ten students and ten "professionals" whose work frequently involved negotiation skills. The ten students were primarily juniors and seniors enrolled in a university course on the theory and practice of negotiation. All had previously participated in at least three role playing negotiations. Two additional students negotiated but their case was discarded due to technical difficulties with taping

equipment.

The professionals included three university faculty members who had participated in wage contract negotiations, one public school teacher who had served as the teachers' union contract negotiator, one teachers' union administrator, one contract superintendent for a private construction firm, two U.S. government engineers who served as contract administrators, and two trial attorneys. All participants read and signed an "Informed Consent Statement" (appendix C).

Five student and five professional pairs were randomly matched and assigned plaintiff or defense attorney roles. Although students were acquainted through enrollment in a common course, none held strong friendships. The professional negotiators were paired with opponents whom they did not know well, or at all. However, the two lawyers were paired to balance their specialized knowledge in civil suit negotiations. They were instructed to presume Iowa law applied to this case, so that legal technicalities would not interfere with the negotiation process.

Each pair of subjects received case facts one day prior to the negotiation. The advantage of greater familiarity and more realistic negotiation was thought to be preferable despite possible imbalances in preparation, especially since real world negotiations may involve unequal preparation. Participants were advised to sufficiently familiarize themselves with case facts to argue general merits.

At the start of the first session, the experimenter explained that the participants were to play their roles as realistically as possible, imagining that the trial judge would begin proceedings within 30 minutes should a settlement be impossible. Experience in the pilots suggested this procedure would pressure settlement and avoid negotiations of unwieldy length. Participants were told both parties requested this pretrial meeting, and that a five-minute warning would be given near the end of the time period.

The interaction was audio taped and a questionnaire was administered (appendix D) afterwards. This questionnaire, as described in this chapter under "Measurement Procedures," requested general information and specific perceptions of the negotiation event. The researcher then excused the subjects, requesting them to refrain from speaking with anyone about the case or interaction.

Within a 24-hour period the researcher transcribed the audio tape and utilized the typewritten text along with memories of accompanying nonverbal cues to apply Donohue's coding scheme to each utterance (version from Spring, 1981, pp. 277-280).

On the next day the experimenter met with each subject individually. Standardized instructions (appendix E) explained general procedures for reading the negotiation transcript and discussing each utterance together. The experimenter used Donohue's terms to explain the definitions of attacks, defenses, and regressions. Encouraging subjects to recall the meanings of utterances at the time they were spoken, the experimenter asked subjects to identify whether each utterance constituted an attacking, defending, or regressing move.

Subjects were told that probing questions might request elaboration of meaning, but that they should not "force fit" labels at any time. Admissions of uncertainty were encouraged when probes met resistance.

The pilot study indicated that two procedural changes should be instituted. First, the experimenter would not request separate interpretations of each remark as a response and cue. Students in the first pilot consistently offered similar or identical explanations and objected to the repetitive nature of this task. In the case study, subjects were informed that such a relationship exists, then their coding explanations were screened for identifications of response and cue functions. A second revision from the pilot involved tape recording the follow-up session to more easily capture critical subject explanations. These comments were later utilized to determine how, within the general attacking, defending, and regressing categories, subjects would have applied more specific labels to meanings.

The decision to ask negotiators to apply general tactical labels was chosen over supplying them with the actual categorical breakdowns for several reasons. First, if the negotiators were acting in accordance with Donohue's hypothetical rules, their explanations of their actions should indirectly reveal the basis for the behavior and thus what a particular move "counts as" tactically. Giving them the codes might have suggested extraneous ideas and thus prejudiced their explanations. A second reason was that the task of teaching each negotiator the meanings of each category would be not only a

laborious process, but one open to misunderstandings. Elicitation of explanations in prose was therefore chosen.

After participants reviewed the negotiation dialogue and labeled each utterance, the researcher asked a series of questions (appendix F). These revised and replaced the questionnaire given to the pilot subjects, who experienced difficulty in identifying specific utterance numbers rather than issues, and who failed to provide sufficient explanation in written form. The oral interview allowed the researcher to request additional information if necessary.

As will be explained under "Measurement Procedures," these inquiries uncovered general perceptions of who won or lost, regardless of whether settlement was reached, and who seemed to make more attacks, defenses or regressions overall. Specific questions asked which statements or issues by each participant seemed very clear or unclear, and most and least helpful in reaching settlement.

The methodology of inviting participants' comments after an interaction was used by Williams (1971). He adapted Hawes' (1970) "Stimulated Recall" technique by replaying a videotape of a negotiation to participants and simultaneously recording their reactions and responses to probing questions. Participants' memories were refreshed and idiosyncratic explanations encouraged. Donohue's study did not utilize follow-up questionnaires or interviews to seek negotiators' perceptions.

Measurement Procedures

Data treatment involved three instruments: the formal questionnaire completed by each subject immediately after the negotiation, the interaction codings by the observer and participants, and the follow-up interview questions.

Questionnaire Data

The questionnaire (appendix D) administered to the negotiators obtained two types of information. The "general information" requested brief biographical data while the "specific information" investigated subjects' perceptions about negotiating in general and this negotiation in particular.

"General information" asked the subjects' age, sex, profession (student versus professional) and frequency of negotiation. Questions 1 through 4 also inquired as to the negotiator's perceived skill level and source of knowledge about negotiation.

The "specific information" section utilized a seven-point Likert scale in non-numerical form, ranging from "Strongly Disagree" to "Strongly Agree." This investigated assumptions underlying the rules and coding system. Questions were sequenced to avoid order effects.

Donohue's (1981a) first assumption claimed that negotiators see each utterance as representing a tactic or strategy. Questions 5, 6, and 7 examined that perception with respect to the negotiators' own actions and their beliefs about opponents' behaviors. Donohue also claimed that each party interacts competitively in the distributive

mode. Questions 25 and 26 inquired whether negotiators considered their own and their opponent's moves as primarily attacking, defending, or regressing. These responses investigated recognition of the tactical nature of their opponents' behaviors such that their behaviors, in responding and cueing, were actually conditioned in accordance with Donohue's rules. Question 27 on perceived competitiveness or cooperation served to check whether all negotiators remained in a distributive mode during the interaction.

Donohue's second assumption suggested negotiators attempt to coordinate meanings. The successful negotiator should be better able to comprehend the actions of the opponent. Questions 12 and 13 investigated perceptions about clarity of understandings. Donohue also claimed negotiators seek to discover the opponent's "bottom line" or "focal point" (1981a, p. 274). Questions 22, 23, and 24 investigated that claim for each participant and his or her perception regarding the opponent.

Donohue's third assumption, that the sum of the actions in the negotiation determines success or failure was partially evaluated through questions on attacking, defending, and regressing. Questions 25 and 26 challenged Donohue's assumption that a winner and loser may be determined by examining dollar outcomes relative to preliminary expectations. These questions asked whether subjects felt themselves to be more successful overall, and whether their negotiating seemed to give them an advantage over the opponent.

Cushman and Craig's (1977) explanation of responding and

cueing skills influenced the division of Donohue's coding categories. Questions 14 through 17 evaluated negotiators' intentions and perceived success in encouraging the opponent to respond in a particular way. Questions 18 and 19 challenged whether negotiators evaluated their opponent's behaviors for possible cues as to how they should behave next. Questions 8 through 11 inquired whether one negotiator's extreme tactics and concessionary tactics influenced like responses by the opponent.

All of the data from the questionnaire was tabulated numerically for reference between individual negotiating pairs, between student and professional plaintiff and defendant groups, and between all plaintiffs and defendants. Conclusions were drawn from those groupings.

Interaction Codings

The utterance by utterance codings by both of the participants and the observer were examined. Individual codings by the observer were considered against participant codings, and the numbers of attacks, defenses, and regressions were summed and converted to percentage figures for comparison. Subjects' explanations and responses to probes about their codings suggested which of Donohue's specific category types within the general attack, defense, and regress classifications they would have applied. A sample probe to distinguish between a 3D "conditional other support" and 6R "other support" cue was, "Were you giving your opponent more general agreement here, or partial agreement?"

These measures were designed to collect data challenging several of Donohue's assumptions, the first being the relationship between dollar outcome and greater use of attacks, defenses, and regressions. Donohue asserted that winners attack more and regress less often. Second, Donohue assumed the observer could identify participant meanings in application of the coding categories. These procedures allowed a comparison between classifications. Third, Donohue implied that subjects coordinate meanings so that tactics are perceived as intended. Between-pair comparisons examined that concept. And fourth, Donohue assumed the coding categories actually represent negotiators' rules. This data sought to verify the basis for subjects' actions.

Interview Questions

The questions asked at the end of the interview, after the coding session, served several purposes. Determination of a perceived winner and loser sought to verify the relationship of tactics to outcome and reinforce questionnaire responses. Likewise, inquiry as to who attacked, defended, or regressed more frequently also checked on previous perceptions.

Questions regarding clearly understood or misunderstood, and successful or unsuccessful moves in the negotiation, on the part of each participant and as perceived relative to the opponent sought to identify significant areas of coordination or the lack thereof, and to reinforce certain questionnaire responses. These answers also indicated some of the participants' constitutive rules as to what

tactics "count as" in meanings.

Integration of Results

The method of analyzing these procedures and data collected began, as in chapter 4, with a case by case evaluation of the ten negotiations to determine the influences of context, experience, personalities, and other factors upon negotiation behaviors and outcomes. Significant findings from the data collection instruments were compared within dyads as well.

After examination of individual cases, generalizations between negotiating pairs, between professionals and students, and between negotiators and the observer were drawn. This was accomplished through the settlements achieved, coding summaries and specific breakdowns, and questionnaire and interview results.

CHAPTER 4

DISCUSSION OF RESULTS

Overview

This discussion proceeds with data collection methods and their outcomes, including examination of settlement outcomes across the cases and then case-by-case descriptions. Overall findings are discussed through examination of the utterance coding summaries, questionnaire results, coding category findings, interview question results, and serendipitous findings.

After discussion of negotiation outcomes in dollar awards and negotiation lengths, the case analyses highlight the most significant findings from the data collection methods. The general pattern of discussion in each begins with the subjects and their background, their dollar settlement and win/loss results, and their cooperative or competitive orientations. For each case, a table summarizes utterance codings for the plaintiff and defendant, with their self-codings, other-codings, and the observer's codings of each of their utterances. Both response and cue functions as attacking, defending, regressing, and clarifying moves (and uncertainties) were converted to a rounded percentage of the total utterances spoken by each individual. This conversion facilitated cross-comparisons while each table indicates the actual total numbers of utterances made by each party. In two extremely long student negotiations, repetitive utterances were excluded for the sake of maintaining subject

interest in coding.

Data showing relatively greater differences or similarities is selectively utilized from the tables to compare the observer's codings with those of the participants, and to compare participants' codings against one another. Discussion of each case continues through examination of interview explanations of utterance codings, responses to interview questions, and questionnaire findings. Idiosyncratic explanations of outcome generalize and conclude each case.

While the sheer volume of data collected necessitated its synthesis and the presentation of representative examples and general conclusions, appendix L offers all data from one case. Student negotiation V was chosen to exemplify the procedures used and information collected for three reasons. First, the outcome was most optimal for both parties in that they amicably met "halfway." Second, their negotiation demonstrated characteristics of distributive and integrative bargaining, since they appeared both competitive yet cooperative. And third, the interaction itself as well as their interview responses were relatively clear and straightforward. The appendix material should clarify the procedures used, data collected, and the manner in which conclusions were drawn.

After these case discussions, chapter 4 continues with a comparison of utterance coding summaries from the ten cases, both in terms of their relationship to win/loss and as to what types of moves the observer coded as occurring most often. The most significant questionnaire results are then discussed. Findings relative to

each of Donohue's coding categories are explained, along with limited generalizations. Important interview questions and responses are considered as well. Finally, serendipitous findings are briefly explained in terms of cooperative or competitive behaviors and the student versus professional negotiations in general.

Settlement Outcomes

Dollar Awards

The final dollar awards involved no settlement in five cases and a wide range of awards in the remaining five (table 1). Three of the student and two of the professional pairs settled. The professionals in the pilot also reached agreement as did the students in one negotiation excluded for technical reasons. Student settlements were \$3.2, \$3.5, and \$4.0 million, with the plaintiff "winning" two of these three cases. Professional settlements were \$2.5 and \$4.0 million, constituting one defendant and one plaintiff "win."

Table 1
Negotiated Dollar Outcomes

Cases	Settlement Amounts	Final Positions in No Settlement Cases Plaintiff/Defendant	Dollar "Gap"	"Winner" in Dollar Terms
<u>STUDENT NEGOTIATIONS:</u>				
I	\$3.5M*	- -	-	Plaintiff
II	4.0M	- -	-	Plaintiff
III	-	4.0M / 3.95M	.05M	(Plaintiff)
IV	-	3.5M / 1.5 M	2.0 M	(Defendant)
V	3.2M	- -	-	Defendant
<u>PROFESSIONAL NEGOTIATIONS:</u>				
I	4.0M	- -	-	Plaintiff
II	-	4.5M / 1.5 M	3.0 M	(Neither)
III	-	3.5M / 2.0 M	1.5 M	(Defendant)
IV	-	4.5M / 4.0 M	0.5 M	(Plaintiff)
V	2.5M	- -	-	Defendant

*M = millions of dollars.

"Winners" and "losers" were determined through Donohue's (1981a) method of comparing actual obtained dollar outcomes in proportion to the amount which the subject originally hoped to achieve. \$3.25 million became the operational breaking point based on the case's suggested optimal settlement points of \$4.0 million for the plaintiff

and \$2.5 million for the defendant. The \$3.25 million point constituted halfway between these figures. In cases where settlement was not reached, win/loss was determined relative to that breaking point, if possible, for the sake of discussion.

A general comparison between plaintiff and defendant outcomes reveals that in the cases which reached settlement, three plaintiffs and two defendants "won." In one case, a "winner" could not be identified because of the great distance between final offers of the negotiators. Final offers in the remaining cases allowed projection of two plaintiffs and two defendants as "winners," relative to the optimal settlement points.

This data illustrates the students and professionals did not differ significantly in likelihood of settling or in the types of settlements reached. In the cases where settlement was not reached, student differentials between final offers were \$.05 million (\$4 versus \$3.95 million) and \$2 million. The professionals' range of differences were from \$.5 million, to \$1.5 million, to \$3 million.

Negotiation Length

Table 2 indicates the rather large differential in numbers of utterances by student versus professional negotiators, despite relatively equivalent time frames. The range of student negotiation lengths by number of utterances, between 97 and 236, far exceeded the range of the professionals, from 66 to 84. The range differences of 18 for the professionals versus 139 for the students also indicated more consistency by the professionals. And the

professional mean of 75 represented half the student mean of 147.

Table 2
Total Utterances Per Negotiation

Case	Students	Case	Professionals
I	118	I	72
II	236	II	68
III	98	III	66
IV	188	IV	88
V	97	V	84
Totals:	737		378
Mean:	147.4		75.6

Professionals tended to spend more time setting forth positions and explaining arguments, while students anxiously interrupted one another and spoke in very short utterances. Clarity of tactics may have been weakened by brevity, yet also complicated by longer remarks with their potential for involving several responding or cueing functions.

Case Analyses

Students

Student negotiation I. A male plaintiff and female defendant attained a \$3.5 million settlement in 25 minutes. They interacted competitively yet cooperatively as questionnaire results and interview responses verified. The plaintiff noted at one point, "You are negotiating in very good faith and I appreciate that." The plaintiff ultimately "won" by \$.25 million, a very small differential.

As indicated in the utterance coding summary (table 3), the plaintiff's utterances and defendants's utterances were coded by each of three individuals--the plaintiff, defendant, and observer. The tactical significance of each remark as a response to the opponent's previous message and as a cue constraining the upcoming utterance is summarized by adding the total numbers of all such moves and and presenting them in percentage form. (All columns sum to 100%).

Table 3

Utterance Coding Summary: Student Negotiation I

Response & Cue	PLAINTIFF'S UTTERANCES						DEFENDANT'S UTTERANCES					
	As coded by the:						As coded by the:					
	Plaintiff		Defendant		Observer		Plaintiff		Defendant		Observer	
TACTICS:	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue
ATTACK	42%	47%	25%	25%	20%	37%	22%	22%	29%	29%	19%	29%
DEFEND	29	24	20	20	56	37	46	46	27	27	52	39
REGRESS	14	14	34	34	20	22	9	9	30	30	24	25
CLARIF.	10	10	21	21	4	4	20	20	14	14	5	7
UNCERT.	5	5	-	-	-	-	3	3	-	-	-	-
TOTAL NUMBER OF UTTERANCES CODED:			59 total				59 total					

Examining the observer's codings first, the plaintiff executed 1% more responding attacks, and 8% more cueing attacks. The defendant regressed 2% and 3% more often in responses and cues. These results tend to support Donohue's thesis that the "winner" initiates more attacks and fewer regressions, yet such a conclusion is attenuated by the small differences in coding totals and the dollar outcomes.

The participants' codings demonstrated a greater perception of tactical differences. The plaintiff coded himself as attacking almost half of the time and the defendant as attacking 20 to 25% less. Conversely, he coded the defendant as defending almost half the time. The defendant believed herself to be both responding and cueing with more attacks and defenses, with her opponent regressing slightly more often. Her codings more closely related to the

observer's except that she placed about 20% of the moves in the "clarification" category rather than defending. She perceived that these moves did not constitute tactical maneuvers.

Interview responses supported these codings. The plaintiff believed he "won" but by a small margin, and that he had attacked more overall. The defendant felt both sides came halfway to reach agreement. However, she subjectively summarized herself as regressing much more, even though numerically this was not the case. Her reference suggested the size, if not the number, of her concessions to be larger.

Combinations of the questionnaire and interview results help explain the outcome. The plaintiff held much higher regard for his negotiating skills than the defendant did for hers. The experimenter's results also verified the plaintiff's greater use of attacks. Yet the plaintiff's confidence faltered when he claimed he had no negotiating strategy. Likewise, the defendant coded herself as attacking more often but she actually attacked less--perhaps illustrating her lack of coordination with her opponent and a slightly inflated perception of her own abilities.

On an utterance-by-utterance basis, the plaintiff's codings more often matched those of the observer, and his oral comments illustrated a more keen understanding of the tactical significance of their speech acts. When probed as to clarity of understanding, both participants emphasized similar points such as dollar calculations and concessions. Both identified one point of miscalculation

as hindering the negotiation.

The negotiators' apparent general coordination of meanings was tempered by misunderstandings. The defendant indicated greater misunderstandings in terms of utterances and issues. When the plaintiff offered one concession, the defendant remarked, "He was trying to be fair, but I didn't understand what he was doing." The plaintiff explained his move as a ploy--giving temporary agreement to strategically gain larger concessions later. The experimenter had to repeatedly probe to help the defendant explain the tactical significance of utterances, whereas the plaintiff spontaneously explained both of their remarks.

Questionnaire responses indicated the plaintiff's greater awareness of the response and cue, or strategic function of their remarks, since he was in greater agreement that both were attempting to respond to their opponent while cueing their expectations as well. The plaintiff strongly agreed "bottom lines" were important, while the defendant was uncertain. These examples and observational evidence suggested the plaintiff's higher level of coordination of meanings. His certainty and more confident tactical moves (despite the lack of a strategic plan) seemed to confirm Donohue's assumptions since he did ultimately "win" the negotiation by a small margin.

Student negotiation II. The female plaintiff and male defendant agreed upon a \$4 million settlement, to be paid over a period of 50 years. Their verbal exchange was the longest, with a total of 236 utterances in 30 minutes. The observer omitted

repetitive portions of the transcript to shorten the utterance totals to 154 so the participants would not complain about redundancy.

The plaintiff seemed more adversarial while the defendant sought to make the negotiation cooperative. Yet both felt they "won" the negotiation, the plaintiff, due to her \$4 million award, and the defendant, due to the 50 year payoff. Neither realized the other felt so satisfied as well.

Table 4

Utterance Coding Summary: Student Negotiation II

Response & Cue	PLAINTIFF'S UTTERANCES						DEFENDANT'S UTTERANCES					
	As coded by the:						As coded by the:					
	Plaintiff		Defendant		Observer		Plaintiff		Defendant		Observer	
TACTICS:	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue
ATTACK	38%	34%	22%	24%	36%	45%	14%	14%	1%	2%	13%	8%
DEFEND	29	32	32	32	46	37	57	56	44	38	61	70
REGRESS	25	26	25	23	12	13	26	27	33	39	18	19
CLARIF.	7	7	12	12	6	5	3	3	13	12	8	3
UNCERT.	1	1	9	9	-	-	-	-	9	9	-	-
TOTAL NUMBER OF												
UTTERANCES CODED: 76 out of 118												
77 out of 118 total												

The observer coded the plaintiff as attacking much more, by 23% in responses and 37% in cues (table 4). The defendant regressed with 6% more responses and cues. The defendant primarily defended, with 15% more responses and 23% more cues. Although these figures support declaration of the plaintiff as the "winner" in Donohue's dollar-terms, the participants created a "win-win" alternative through the

50 year payoff. Thus both could claim to have "won" in one way or another.

In the between-subject coding summaries, the plaintiff coded herself as attacking much more than the defendant. She saw her opponent as primarily defending, but both as regressing equally. This matched her subjective claim that she attacked when he defended. The defendant also coded the plaintiff as attacking, himself as defending, but both as regressing equally. His proportions were not as exaggerated numerically as hers, nor were they as high as the observer's. Of the two negotiators, the plaintiff's codings more closely matched those of the observer except that she coded many more regressions than actually occurred.

Although the subjects' general codings were similar, the interview revealed a very low degree of coordination and many misunderstandings. The facts of the case were clear to both, but tactical interpretations were not. For example, the defendant asserted the plaintiff overused a "humanitarian" tactic, which was counterproductive. The plaintiff denied having such a strategy but insisted any such moves helped the negotiation along. In another example, the defendant insisted that although he conceded fault, the plaintiff returned to this issue excessively. The plaintiff claimed her opponent intentionally evaded this point. Both asserted interest in obtaining reasonable care, yet the plaintiff said her opponent was "cheap" while the defendant claimed his adversary wanted "better than the best." The defendant believed most of the negotiation was quite

clear, but the plaintiff found frustration in the lack of clarity.

In actual utterance-by-utterance codings, most of the subjects' labels matched. Both coded arguments about blame as attacks. Both recognized points at which the plaintiff was aggressively attacking. Important differences did occur such as when the plaintiff asserted, "I made a sneaky attack." The defendant did not recognize the move as such nor did the observer in the coding. On another new argument, labelled a "topic change" response by the observer, the defendant also identified it as such an attack serving to broaden the argument, while the plaintiff asserted this was merely a defense of previous points.

The most revealing differences between participants lay in questionnaire responses. The plaintiff demonstrated higher confidence in her ability, use of strategy, and use of more extreme tactics. She more strongly agreed to "trying to get my opponent to respond to each of my statements in a particular way." She felt more successful in controlling her opponent's actions and implied his attempts to be ineffectual. She strongly agreed to trying to discover his "bottom lines" and moderately disagreed that he was seeking hers.

Overall, this negotiation involved several contradictions. The plaintiff followed a more determined, aggressive strategy and "won" the dollar award she desired. The more passive defendant relaxed and "deflected her attacks," cleverly arranging a 50 year settlement to be voided upon the injured victim's death. Although neither subject seemed to have coordinated meanings very well since they

were caught up in their own lines of thought, the plaintiff seemed slightly more perceptive in actual codings, questionnaire, and interview results.

Student negotiation III. No settlement was reached between this outspoken male plaintiff, and a patient, determined, female defendant. After 30 minutes their offers stood deadlocked at \$4 and \$3.95 million. Both agreed this was a highly competitive negotiation. Afterwards, the defendant described the plaintiff as "unrealistic and self-righteous." The plaintiff admitted he was "sarcastic and emotional." Yet these behaviors succeeded in forcing the settlement range high enough past the \$3.25 million decision point to suggest the plaintiff would be the "winner."

Table 5

Utterance Coding Summary: Student Negotiation III

Response & Cue	PLAINTIFF'S UTTERANCES						DEFENDANT'S UTTERANCES						
	As coded by the:						As coded by the:						
	Plaintiff		Defendant		Observer		Plaintiff		Defendant		Observer		
TACTICS:	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	
ATTACK	27%	16%	31%	29%	12%	35%	22%	15%	25%	29%	16%	22%	
DEFEND	45	55	37	41	66	43	49	59	37	37	51	49	
REGRESS	14	19	12	12	12	12	14	12	10	8	27	23	
CLARIF.	14	10	16	14	10	10	14	14	20	18	6	6	
UNCERT.	-	-	4	4	-	-	-	-	8	8	-	-	
TOTAL NUMBER OF UTTERANCES CODED:		49 total						49 total					

The observer noted that the defendant regressed twice as often (table 5). In attacking versus defending moves, the defendant made 4% more attacking responses but 13% fewer cues. The plaintiff defended with 15% more responses but 6% fewer cues. This inverse relationship between responses and cues generally balanced attacking and defending power. The so-called "winner" should have attacked more, according to Donohue.

In the between-subject coding totals, the plaintiff assigned himself slightly more attacks, defenses, and regressions, but the percentage differences were negligible. The subjects apparently viewed one another as tactically equivalent, as did the observer with one exception. Neither party's totals recognized the greater number of regressions by the defendant. Yet when interviewed, both agreed the defendant regressed more often and the plaintiff attacked to a greater extent.

The quality versus quantity of arguments were important in this negotiation. Although the defendant admitted more regressions, she felt their small size neutralized their effect. Subjects chose to explain their utterance codings with qualitative descriptions such as "strong attack," or "strong defense." They also emphasized differing elements within remarks. For example, the defendant often began her utterances in a conciliatory tone through use of a 3D response, "conditional other support." This sort of "We feel very sorry about this, but . . ." tactic was misinterpreted by her opponent. He ignored the sympathetic response and emphasized the

cue as an attack, while she believed she was acting in good faith. Such differences caused utterance-by-utterance codings to differ considerably from the observer's until the last one-fourth of the negotiation.

If individual tactics were unclear and lacked coordination, the interview revealed overall strategies were obvious. Both noted the plaintiff's attempts to "lay on the heavy guilt." Both also agreed the defendant sought to argue logical implications of the case. Questionnaire responses verified these explanations.

Other questionnaire data involved greater agreement by the plaintiff. Although both expressed moderate agreement to feeling skillful as negotiators, the plaintiff perceived strategies and "bottom lines" as much more important. The reciprocal nature of attacking and defending was more apparent to the plaintiff, as were attempts to cue the opponent and watch for cues in turn.

This negotiation demonstrated that personality and reputation factors can influence outcome. The defendant noted, "He really raked me over the coals in our class negotiation once before." She might have regressed further without these suspicions of his intentions. Further, she asserted that "in the real world, nobody would put up with that kind of behavior--they would just walk away." Her sense of obligation to the experimenter seemed to cause her to remain in an uncomfortable and unrealistic situation.

Before the negotiation, the plaintiff asked the observer's permission to demand \$9 million. When reminded that the suit already

stipulated \$5.5 million, he claimed this "poor guy" deserved better since "his entire life was ruined." This emotional identification may have caused the increased intensity of his attacks as reflected in strong language and a raised voice.

This negotiation may uphold Donohue's thesis in the slightly greater number of regressions by the defendant, but other factors attenuated this support, including a relative balance in the number of attacks and the defendant's feeling of obligation to the experimenter.

Student negotiation IV. This female plaintiff and male defendant failed to settle, ending at \$3.5 and \$1.5 million. In dollar figures the defendant seemed to be "winning" since his opponent moved downward by \$2 million, only \$.25 million away from the decision point. Neither negotiator really felt they "won," however. And several factors deny attributing greater tactical skill or success to the defendant, contrary to Donohue's operational definition. Both negotiators emphatically described the negotiation as highly competitive.

In the observer's coding cumulatives (table 6), the plaintiff attacked with 7% more such responses and 26% more cues. The defendant regressed slightly more with 5% more responses and 1% more cues. These differences were made up by 25% fewer defending cues, although over 75% of the tactics were repetitive defenses for the defendant's responses and cues, and the plaintiff's responses.

Table 6

Utterance Coding Summary: Student Negotiation IV

Response & Cue	PLAINTIFF'S UTTERANCES						DEFENDANT'S UTTERANCES					
	As coded by the:						As coded by the:					
	Plaintiff		Defendant		Observer		Plaintiff		Defendant		Observer	
TACTICS:	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue
ATTACK	37%	47%	62%	54%	19%	40%	43%	48%	28%	34%	12%	14%
DEFEND	52	44	26	35	75	54	48	43	60	52	76	79
REGRESS	9	7	5	4	6	6	5	5	3	5	12	7
CLARIF.	2	2	7	7	-	-	2	2	7	7	-	-
UNCERT.	-	-	-	-	-	-	2	2	2	2	-	-
TOTAL NUMBER OF												
UTTERANCES CODED: 57 out of 94												
						57 out of 94 total						

Participants viewed themselves in opposite terms with regard to attacks. Each not only coded a much larger number of attacks as having transpired overall, but also attributed more attacks to their opponent than to themselves. Both attributed a negligibly higher number of regressions to the plaintiff.

Interview comments explained these codings and the outcome. Coordination only occurred on insignificant points. The plaintiff sought to "get to the point, using principled negotiation," in an apparent reference to classroom study of Fisher & Ury's (1981) advocacy of issue-oriented, not emotion-oriented, discussion. The defendant claimed the plaintiff was actually "hung up" on the emotions involved. The plaintiff and defendant both often felt uncertain as to whether their opponent misunderstood or simply

failed to listen on specific arguments such as the plaintiff's reference to various types of damages or the defendant's suggestion that wise investments might make up the shortfall. What one user considered to be a valid point the opponent thought to be irrelevant.

Each held a different view of their difficulties in coordination. According to the plaintiff, "He wouldn't show acknowledgement of my arguments that weakened his ideas. He very strongly ignored them." The defendant asserted, "I felt that since she couldn't justify her demands, I should take a wait and see attitude."

The plaintiff seemed more perceptive of her opponent's intentions. Her higher number of attacking moves involved seven strong attempts to "try to get him back on the track . . . to get him to stop stonewalling." She expressed great frustration at her inability to succeed despite repeated concessions to show good faith. She noted the repetitive nature of his remarks and how he often changed the subject, a 7R "disconfirmation" response, to avoid her attacks.

The defendant believed the plaintiff's client should simply invest a few hundred thousand dollars. He also claimed that with five more minutes, they might have settled. The plaintiff denied this, and the observer's codings indicated few positive final movements to justify such an extrapolation.

Questionnaire responses averaged around the midpoint of uncertainty. Three important exceptions included the plaintiff's moderate disagreement to the statement, "When I began to make concessions . . . my opponent also did the same." The defendant's

feelings of low coordination were illustrated by moderate disagreement about his opponent's understandings and moderate disagreement about whether his opponent evaluated his statements for possible influences as to how to respond.

This negotiation, though between two student negotiators whose classroom negotiations consistently demonstrated high levels of success, suffered from an excessive competitiveness and lack of coordination. Although the plaintiff agreed to larger dollar-figure concessions, the defendant largely ignored these sacrifices in pursuit of narrower goals. Also, the plaintiff's attacks met stubborn resistance. So while the plaintiff appeared to be following Donohue's rules, the defendant chose to stand firm and act upon a differing rule structure.

Student negotiation V. This male plaintiff and female defendant amicably split their differences with a \$3.2 million settlement. Technically the defendant "won," although both felt the avoidance of going to court entailed a win by both sides. Both perceived a cooperative atmosphere but the defendant felt her position left her at a disadvantage. She stated, "He did the better negotiating." (See appendix L for complete data on this case).

In comparisons of observer codings (table 7) both individuals almost equally attacked, defended, and regressed. Defenses constituted 50 to 60% of all moves. They also used more clarifying tactics rather than regressions. Interview comments also indicated goodwill and mutual interest in compromise.

Table 7

Utterance Coding Summary: Student Negotiation V

Response & Cue	PLAINTIFF'S UTTERANCES						DEFENDANT'S UTTERANCES					
	As coded by the:						As coded by the:					
	Plaintiff		Defendant		Observer		Plaintiff		Defendant		Observer	
TACTICS:	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue
ATTACK	16%	16%	35%	39%	8%	23%	17%	19%	8%	13%	6%	23%
DEFEND	45	43	22	18	61	49	39	37	38	35	63	52
REGRESS	18	20	14	14	14	12	23	23	23	21	17	12.5
CLARIF.	21	21	29	29	17	16	21	21	31	31	15	12.5
UNCERT.	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL NUMBER OF												
UTTERANCES CODED:			49 total				48 total					

The participants' cumulative codings of utterances differed. While the plaintiff's total codings of self and opponent in each type of tactic were almost identical, the defendant viewed herself as regressing more and her opponent as attacking significantly more. Her comments also supported a general feeling of defensiveness due to her position. Neither participant recognized the similar proportion of defensive tactics compared to attacks or regressions which the observer coded.

Utterance by utterance, the participants' codings mirrored those of the observer in about two-thirds of the moves. However, when either party asked for clarification, both agreed such moves had no tactical implications. The plaintiff coded 21% of the utterances as clarifications for both himself and his opponent, and the defendant

coded 29% and 31% for herself and opponent. Since these moves eliminate the import of responses and cues in up to almost one-third of the negotiation, their existence suggests a concern with issues rather than tactics. Donohue's scheme fails to accommodate their perceptions.

The interview revealed slightly greater coordination by the plaintiff. Yet both expressed trust in one another. Both sought to avoid going to court. When asked about issues of greatest understanding and those in leading toward settlement, both repeatedly emphasized their own and their opponent's references to avoiding a prolonged lawsuit. These mutual pressures and a willingness to admit to them led both to concede equally.

On the questionnaire, both parties felt uncertain about their negotiating skills, suggesting non-assertive personalities. Both weakly "agreed" to succeeding in achieving desired outcomes through negotiations. Both moderately agreed to having a strategy. The plaintiff's greater "trust" in his opponent reflected upon his moderate disagreement with question 8, that the opponent also tended to use extreme tactics, while she agreed. On items 10 to 14, the defendant strongly agreed while the plaintiff agreed, suggesting his greater recognition of the mutual influence in their responding and cueing. Both parties strongly agreed that they and their opponent sought to discover "bottom lines" for settlement, so coordination was high in that area.

Although the defendant felt like an "underdog" in this

negotiation, her success did not stem from tactical skill, but from the participants' creation of integrative outcomes. Their trust and desire to coordinate intentions engendered very friendly interaction and a mutually agreeable settlement at the midpoint of the range of expectations.

Professionals

Professional negotiation I. The first professional negotiation engaged two men: a teacher's union administrator and a contract supervisor for a construction firm. The plaintiff "won" a \$4 million award within 25 minutes. Both saw the negotiation as competitive yet cooperative, and both felt the plaintiff "won." Each believed himself to have primarily attacked, but the defendant felt his opponent was mainly defending.

In the observer's utterance coding summaries (table 8), attacks and regressions balanced. Although the defendant responded with 11% and cued with 3% more attacks, he also regressed 11% more often. The plaintiff responded with 14% more defenses and 3% more such cues, but also with 8 and 11% more purely clarifying moves. Donohue's assumptions regarding winners and losers' tactics were therefore not supported.

Table 8

Utterance Coding Summary: Professional Negotiation I

Response & Cue	PLAINTIFF'S UTTERANCES						DEFENDANT'S UTTERANCES					
	As coded by the:						As coded by the:					
	Plaintiff		Defendant		Observer		Plaintiff		Defendant		Observer	
TACTICS:	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue
ATTACK	25%	42%	28%	39%	11%	36%	31%	36%	14%	17%	22%	39%
DEFEND	33	19	42	31	64	39	39	31	56	53	50	36
REGRESS	22	19	8	8	8	8	11	14	11	11	19	19
CLARIF.	17	17	19	19	17	17	11	11	19	19	9	6
UNCERT.	3	3	3	3	-	-	8	8	-	-	-	-
TOTAL NUMBER OF UTTERANCES CODED:			36 total				36 total					

The participants' codings differed greatly from the observer's. Both assigned the defendant more defenses. While the plaintiff attributed equal response and cue attacks to himself and his opponent, the defendant assigned far more attacks to his opponent. The defendant saw little difference in regressions, but the plaintiff coded himself with many more. Neither negotiator's codings matched the observer's, in numbers or proportions.

Also, in utterance-by-utterance comparisons, fewer than half of the subjects' codings matched the observer's, and these were only on defenses or clarifications. Subjects tended to selectively interpret meanings, especially in longer utterances. One participant focused on the response function while the other emphasized the cue. For example, the plaintiff coded one of the defendant's moves as

defending and attacking, while the defendant also coded it as a regression.

In the interview both indicated clear understanding of such topics as the threat of going to court and the potential impact of the film. However, further probes revealed less coordination, especially by the defendant who failed to recognize the plaintiff's deceptions. For example, the plaintiff indicated disdain for "splitting the difference," while the defendant thought this suggestion was successful. The plaintiff believed the six or more instances in which he emphasized, "We're getting a lot closer," helped the negotiation, while the defendant insisted these moves hid manipulative intentions.

The plaintiff revealed greater awareness of tactics. He claimed his opponent changed the subject three times as a "strategy" (a 1A, "topic change" response). He admitted bluffing at least three times and fooling the defendant. And late in the negotiation, the plaintiff deliberately cued nonverbal confidence by leisurely getting up for coffee. This maneuver led the defendant to state, "He apparently believed he had a good enough case that he need not fear going to court."

Questionnaire responses revealed some differences in the negotiators' behaviors. Both moderately and strongly agreed about seeking "bottom lines." Yet while the plaintiff strongly agreed he follows strategies, the defendant strongly disagreed, implying a lesser concern for establishing or seeking bottom lines. Other

questions indicated similar agreement on understandings and how one's concessions encouraged the other to do the same. They moderately and strongly agreed to the importance of responses and cues.

Although coding results denied Donohue's assumptions and misunderstandings complicated the level of coordination, the plaintiff appeared somewhat more perceptive overall and significantly more conscious of attending to strategic cues. From that standpoint, his success appeared more understandable.

Professional negotiation II. This negotiation between two teachers' union bargaining representatives, the male defendant from the university level and the female plaintiff from the public schools, deadlocked after 28 minutes at \$4.5 and \$1.5 million. The participants coded up to twice as many attacking responses and cues as did the observer and stressed feelings of competitiveness and antagonism. Even with additional time, neither believed they could have reached settlement.

In numerical terms, self-codings matched closely (table 9). Both assigned the plaintiff slightly more attacks and the defendant significantly more regressions. But the observer coded more plaintiff regressions, both in quantity and dollar amount. The observer assigned relatively equal numbers of attacks and defenses to each, with defenses the largest category, many attacks, and almost no regressions.

Table 9

Utterance Coding Summary: Professional Negotiation II

Response & Cue	PLAINTIFF'S UTTERANCES						DEFENDANT'S UTTERANCES							
	As coded by the:						As coded by the:							
	Plaintiff		Defendant		Observer		Plaintiff		Defendant		Observer			
TACTICS:	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue		
ATTACK	44%	53%	50%	53%	26%	32%	38%	50%	38%	47%	15%	35%		
DEFEND	50	41	44	38	59	59	41	26	38	26	79	59		
REGRESS	3	3	3	6	12	6	18	21	18	18	3	3		
CLARIF.	-	-	-	-	3	3	-	-	-	3	3	3		
UNCERT.	3	3	3	3	-	-	3	3	6	6	-	-		
TOTAL NUMBER OF UTTERANCES CODED:			34 total			34 total								

Interview responses revealed high coordination on general tactical significance but low understanding of more specific meanings. Although Donohue claims utterances both respond and cue, these negotiators selectively emphasized only parts of utterances. For example, they considered all 3D, "conditional other support" responses as attacking or defensive rather than showing agreement in any way.

Lack of coordination in perceptions of intentions affected the outcome. The defendant claimed his \$300,000 offer indicated a "definite willingness to settle." The plaintiff felt insulted: "I was trying to be a good guy . . . if this had been an actual negotiation I would have quit right there!" In the interview, the plaintiff emphasized a "polite," "good faith," willingness to concede. The defendant called these comments "argumentative." Despite some

similar codings, they weighted their opponent's comments differently. Only late in the interview could the defendant admit missing that "she was signalling a willingness to settle." He recognized the coordination problem resulting from excess concern with his own responses instead of her cues, to better direct the relationship.

Although both appeared intransigent during the negotiation, they agreed in the interview probes that both spent too much time "squabbling" over minor points. Both analyzed a failure to coordinate meanings on issues such as the "good Samaritan" argument (that the plaintiff's client stopped to aid someone), calculations on costs of care, and determination of blame. Both expressed exasperation in failing to succeed in using fear of court as a threat.

At the end of the negotiation, both parties organized papers and closed their file folders to nonverbally threaten the opponent. Both pointed this out to the researcher, and their disappointment that the other "called their bluff" by refusing to "give in." However, both were so engrossed in their own nonverbal cues that they failed to recognize identical cues coming from their opponent.

Questionnaire results conflicted. On whether they were using responding and cueing, the plaintiff consistently indicated agreement while the defendant indicated disagreement. The defendant was slightly more aware of attempts to reveal "bottom lines." Both moderately agreed to feelings of skill as negotiators, although the plaintiff was more aware of both persons having followed strategies. This agreed with observed negotiation content. The plaintiff tried

to approach the negotiation systematically while the defendant selected a variety of arguments in defense.

The defendant revealed a final explanation for the negotiation outcome by admitting that in his negotiations he ignores timetables. Rather, he argues the case until a mediator must assist. The plaintiff seemed to recognize this in her explanation of his strategy, "He wanted to put all the initiative on me." So these negotiators of comparable skill and determination failed to coordinate on critical responses and cues, and at least one party seemed only interested in his own terms.

Professional negotiation III. The two male professionals in this case were a university professor actively affiliated with the teacher's union yet without significant contract negotiation experience (defendant), and an engineer who frequently negotiated government contract modifications with private construction firms (plaintiff). After 30 minutes and no settlement their offers stood at \$3.5 and \$2.0 million. In numerical terms, the plaintiff's closeness to the \$3.25 point suggests his opponent "won" by forcing greater concessions.

This outcome seemed to support Donohue's hypothesis in that the observer coded 12% more regressing responses and 21% more regressing cues on the part of the plaintiff (table 10). Attacking responses were equal at 18%, but the defendant's attacking cues were twice those of the plaintiff, 30% versus 15%. The defendant also responded with 10% more defending responses but equal defending cues.

Table 10

Utterance Coding Summary: Professional Negotiation III

Response & Cue	PLAINTIFF'S UTTERANCES						DEFENDANT'S UTTERANCES							
	As coded by the:						As coded by the:							
	Plaintiff		Defendant		Observer		Plaintiff		Defendant		Observer			
TACTICS:	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue		
ATTACK	27%	27%	31%	16%	18%	15%	49%	37%	64%	52%	18%	30%		
DEFEND	31	31	42	42	64	49	33	39	24	24	79	49		
REGRESS	27	27	12	27	12	30	3	9	-	12	-	9		
CLARIF.	12	12	15	15	6	6	15	15	12	12	3	12		
UNCERT.	3	3	-	-	-	-	-	-	-	-	-	-		
TOTAL NUMBER OF UTTERANCES CODED:			33 total			33 total								

Participant questionnaire responses and self-coding summaries agreed that the plaintiff regressed more and attacked less, although the observer found defenses to represent the bulk of either's tactics, proportionately. In interview probes, both agreed the defendant attacked more and the plaintiff regressed more. While the defendant felt his opponent made more regressing moves numerically, he perceived his regressions to be greater in dollars. Probes as to outcome perceptions revealed the plaintiff felt he "gave in" more often in an effort to settle. The defendant was uncertain as to who "won" or "lost."

The subjects' utterance-by-utterance codings were almost identical, but differed from the observer's in almost one-third of the negotiation. The main difference involved application of defending

response category 4D, "nonsupport," and defending cues 5D and 6D, "deny fault" and "self-support." In at least ten of the 66 utterances, subjects perceived these as attacks, not defenses. Also, in at least another ten instances, participants focused singly on responding or cueing functions.

Failure to coordinate interpretations may have influenced failure to settle. The observer's notes and the questionnaire responses demonstrated a higher awareness by the defendant of the strategic interaction. He expressed clearer understanding of his opponent's responses and cues, but the plaintiff voiced "feelings of frustration" that he could not communicate to the defendant that "where he was leading us was wrong." He was uncertain whether his opponent understood or evaded his attempts for tactical reasons. The defendant admitted an avoidance strategy so as to widen the argument beyond blame and negligence.

On the questionnaire, the defendant expressed a greater agreement regarding understandings, greater concern for channeling the negotiation by influencing the opponent, and much greater attempts to evaluate his opponent's responses. The defendant also more strongly agreed to concern about bottom lines. These responses suggested the plaintiff's preoccupation with his own goals at the expense of coordinating with his opponent.

Finally, the defendant admitted to demonstrating a refusal to back down. He felt disadvantaged by the case facts and so chose to "stonewall" by bringing up potentially irrelevant arguments. He

claimed fears of going over \$2 million because he was not a "free spirit," being bound by his client's desires. He also excused his feeling of a lack of pressure to settle. "In the real world, attorneys could start the court proceedings and settle at any time."

The plaintiff also explained his behavior in offering an apparently large number of regressions. "In my experience, we separate the emotions from the dollar values, put boxes around the specific problems, and deal with them one by one. He just refused to do that, and I'm not sure if that refusal was intentional or indicative of misunderstanding."

Professional negotiation IV. In this negotiation between a male government engineer with extensive experience in contract negotiations (plaintiff) and a female university faculty negotiator (defendant), final offers stood at \$4.5 and \$4.0 million. The plaintiff "won" since the range far exceeded \$3.25 million. The plaintiff did feel he won while the defendant was uncertain. She asserted the case was "stacked" against her so she could not win.

The general atmosphere was cooperative, according to the defendant, but both cooperative and competitive to the plaintiff. Actual observer codings (table 11) revealed the defendant executed 9% more cueing attacks and 11% more responding regressions. The plaintiff primarily defended, with 7% more such responses and cues. These figures supported Donohue's claims but differed considerably from the participants'. Both applied higher numbers of attacks and regressions to one another. Both coded the defendant as attacking

significantly more, but both regressing about the same. Proportionately, the defendant attributed more attacks to herself than did her opponent. In the interview she explained a tactic of subtly attacking each of his points. This was not as apparent to her opponent or to the observer. The plaintiff had greater difficulty in coding tactics, failing to identify 11% of his own and 7% of his opponent's. He also saw more utterances as merely clarifying discussion.

Table 11

Utterance Coding Summary: Professional Negotiation IV

Response & Cue	PLAINTIFF'S UTTERANCES						DEFENDANT'S UTTERANCES							
	As coded by the:						As coded by the:							
	Plaintiff		Defendant		Observer		Plaintiff		Defendant		Observer			
TACTICS:	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue		
ATTACK	16%	7%	27%	21%	9%	18%	36%	38%	39%	46%	9%	27%		
DEFEND	43	50	46	52	75	59	36	34	41	32	68	52		
REGRESS	9	11	9	9	9	16	7	7	9	11	20	18		
CLARIF.	21	21	14	14	7	7	14	14	9	9	3	3		
UNCERT.	11	11	4	4	-	-	7	7	2	2	-	-		
TOTAL NUMBER OF														
UTTERANCES CODED:			44 total						44 total					

On an utterance-by-utterance basis, the subjects coded over three-fourths of one another's remarks identically, among the highest coordination of all pairs in the study. Their interpretations differing from the observer's still agreed with one another's, such as on six items they considered strong attacks, not defenses,

and on clarifications they denied as having tactical importance.

The interview further revealed coordination of meanings. Both identified a number of issues as clearly understood. The defendant identified the plaintiff as strategically playing "good guy" to entice her to make concessions. Unfortunately, she did not realize this tactic until later in the negotiation when she decided to stand firm on her last offer of \$4 million. The plaintiff realized the defendant was using "cute sarcasm" such as, "you must want a palace for him" to show how exaggerated his requests were. He claimed this tactic to be ineffective and she admitted these "didn't work."

Similarly, both labelled one another's tactics qualitatively as "strong" or "weak," such that the numbers of attacks or regressions were less important than their quality. Both felt the defendant was less successful. And both identified instances when the other avoided an issue by changing the subject, a 7R "disconfirmation."

"She slipped me a banana peel," and "He slipped me a fuzzy peach," indicated awareness of one another's tactical accomplishments. But the plaintiff asserted feeling "more on top of it" in the negotiation. On the questionnaire he strongly agreed to success in getting his opponent to respond as he desired. The defendant was not only less successful but also cognizant of that fact. The plaintiff more strongly agreed to the significance of responding, cueing, and "bottom lines" than did his opponent.

Certain outside factors influenced the outcome. The defendant admitted doing less "homework" and disliking work with figures.

She claimed her "bleeding heart" sympathies were with the plaintiff, so she forced herself to hold firm at the end. The plaintiff refused to accept what he later called "an excellent offer" out of concern for following his case instructions. He felt forced to behave differently than he would in actual negotiations. The defendant implied a similar concern for pleasing the experimenter by stating, "Beautiful timing--we ended just right" at the end of 30 minutes.

Even though the negotiators did not settle, both felt they cooperated and could have split the difference easily within a few minutes. Coordination seemed at a high level but the "winner" possessed greater perceptiveness and more effective strategic moves.

Professional negotiation V. The final negotiation between two male trial attorney acquaintances resulted in a \$2.5 million settlement and thus a "win" for the defendant. Both parties also felt the defendant won since he conceded \$3 million less than the initial demand. The plaintiff viewed the negotiation as both competitive and cooperative, with both attacking significantly. The defendant considered the negotiation cooperative, with both sides regressing equally but the defendant attacking and himself defending more often, due to the case facts.

The observer's coding totals (table 12) indicated a balance of defending moves at about 60%. Attacks and regressions were skewed since the plaintiff made 12% more attacking responses but the defendant made 5% more attacking cues. The defendant made 5% more

regressing responses while the plaintiff regressed with 3% more cues. These results failed to confirm Donohue's assumptions since the defendant, as winner, did not attack more often nor regress any less.

Table 12

Utterance Coding Summary: Professional Negotiation V

Response & Cue	PLAINTIFF'S UTTERANCES						DEFENDANT'S UTTERANCES					
	As coded by the:						As coded by the:					
	Plaintiff		Defendant		Observer		Plaintiff		Defendant		Observer	
TACTICS:	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue
ATTACK	50%	50%	31%	31%	14%	14%	19%	19%	17%	24%	2%	19%
DEFENSE	5	10	36	36	64	62	19	24	40	38	62	59
REGRESS	26	21	7	7	12	10	31	24	17	12	17	5
CLARIF.	17	17	26	26	10	14	29	31	26	26	19	17
UNCERT.	2	2	-	-	-	-	2	2	-	-	-	-
TOTAL NUMBER OF UTTERANCES CODED:			42 total				42 total					

The participants' coding totals differed. The plaintiff coded himself as attacking 50% of the time, versus 19% for his opponent. He felt he defended only 5 to 10% of the time, and regressed about 24% versus the 28% regressions by his opponent. The defendant also coded the plaintiff as attacking slightly more. He coded himself as regressing between 5 and 10% more, but he viewed both parties as merely clarifying on 26% or one-fourth of all moves.

The subjects coordinated very well on general tactics and specific issues, perhaps reflecting experience in such cases. Both agreed, "We were negotiating in good faith," and "We both knew the

strong and weak parts of the case." Both agreed the questions of liability and whether the lights were on constituted questions of fact for a jury. Both perceived the defendant as extending more lengthy, controlling arguments. Both recognized potential insolvency of the defendant's firm as the greatest pressure for settlement, along with fears of the unpredictability of jury trials.

Similarly, both parties knew coordination broke down somewhat on the part of the plaintiff. In the interview, he admitted uncertainty on the case's value and how far he could press his opponent's solvency. He claimed his opponent was a "hotshot" with extensive success in such cases, and excused himself as only handling "fender-benders." The plaintiff better identified his opponent's weak points such as when he noted, "I had him right where I wanted him." Compared with the observer, the plaintiff more often miscoded defenses as attacks. He assigned greater weight to his tactics than did the observer or opponent.

On the questionnaire, both strongly disagreed to having learned their skills through communication training. The plaintiff later emphasized a desire to sharpen his skills. The questionnaire further revealed flawed plaintiff perceptions. He strongly agreed concessions were reciprocal, while the defendant only agreed. The plaintiff showed greater concern for trying to get his opponent to respond in a particular way, and in looking for cues from his opposition. Yet he answered "moderately disagree" to the question of how well the opponent forced him to respond. In reality, the plaintiff

actually failed to evade the defendant's control.

These negotiator's law backgrounds may have influenced their cooperative behaviors in negotiating facts rather than emotions, as may their knowledge of the uncertainties involved in going to a jury trial. Also, experience would suggest the actual case dollar value.

The greatest influence on the outcome, as both admitted, was the powerful threat of insolvency by the defendant. Since the case facts did not specify the financial capability of the dairy company, the defendant inquired, perceived a fearful reaction, and proceeded to use this knowledge until achieving a desirable outcome. The plaintiff recognized this strategy but could not defend against it.

Utterance Coding Summaries

Relationship to Win/Loss

Several generalizations may be drawn across the negotiated cases. The first regards the relationship between outcome and whether the "winner" attacked more and regressed less than the "loser." A relative advantage statistic such as that computed by Donohue could not be obtained from the participants' scorings since they coded tactics more generally--as attacks, defenses, or regressions.

In the three student cases which settled, two tended to support Donohue's assumptions in that the winning plaintiff

attacked more and the defendant regressed at least slightly more. In the third instance, differences in attacks and regressions were negligible.

In the two student cases where settlement was not reached, the likely winners did not necessarily use more skillful tactics. In one case, attacks were generally equal although the defendant did regress more significantly, while in the other, if the defendant is assumed the winner, the plaintiff still attacked more often and the defendant regressed--a result opposite to Donohue's claims.

In the professional condition, the two cases which settled also failed to support Donohue. In the negotiation with the \$4 million award, although the defendant regressed more often he also attacked more often, resulting in a balance. In the \$2.5 million award, tactical use was opposite Donohue's assertions. The defendant regressed more often while the plaintiff attacked slightly more.

In the three professional cases where settlement was not reached, two tended to support Donohue and one is indistinguishable. Where the settlement gap of \$.5 million was closer to the plaintiff's expectations, the defendant attacked a little more but also regressed much more, a slight imbalance. Where the defendant "won" with a \$1.5 million gap, he also attacked more often and enjoyed more regressions from his opponent. In the case with a differential of \$4.5 and \$1.5 million, the plaintiff attacked and regressed slightly more often, while the defendant defended much more.

Their tactics thus tended to balance one another out.

These results fail to provide conclusive evidence that dollar outcome relates to the use of more attacks, defenses, or regressions. Only half the cases suggest even a weak relationship, at least in terms of total tactical moves executed in a negotiation relative to an opponent.

Observer's Totals

Across the ten negotiations, proportionately equal numbers of attacks were made by defendants and plaintiffs. Although two of the ten cases involved a relatively equal percentage by the plaintiff and defendant, of the remaining eight pairings, four plaintiffs and four defendants attacked more often. The total regressions were not so well balanced, since in 7 of the 10 cases, defendants regressed more often. Plaintiffs regressed more in two cases, and in one instance a balance occurred.

The observer coded a far greater number of defenses in proportion to attacks or regressions, with attacks being next most significant, and regressions least. The negotiators' total codings were less consistent. In several cases, attacks were considered most prevalent although overall, defenses were greater in number.

While participants' totals mirrored those of the observer in a given category from time to time, the overall proportion failed to compare very closely. Participants tended to inflate their approximations of attacks and regressions while downplaying the significance of defenses.

Questionnaire Results

Responses to items 1 through 24 in the questionnaire were broken down by an overall total or mean score by groups--plaintiffs, defendants, students, and professionals overall (appendix G), and more specifically by students and professionals (appendices H and I). The responses which differed most significantly from the Likert scale mean score of 4.0 deserve examination first. Those items whose scores ranged between 4.0 and 4.95, about half of the questions, are not discussed since their overall mean suggested uncertainty (4.0) or the most weak form of agreement (5.0).

Question 22, "I was trying to discover my opponent's 'bottom line' expectations in terms of an acceptable settlement," earned the highest score: 4.9 out of 7.0, or moderate agreement. This supported Donohue's second assumption that both sides value discovering the opponent's "bottom line" and so must attempt to coordinate expectations.

A 5.7 score indicated high agreement on item 24, "I had a 'bottom line' settlement point." Professionals agreed more strongly than students. Question 23, regarding the opponent's attempts to discover one's "bottom lines" also rated very high.

Additional questions averaging over a 5.0 or "agree" score were 1 and 2. The professionals especially felt skillful and able to achieve desired outcomes when negotiating. This coincided with the very low averages for question 17, "My opponent was successful in getting me to respond . . . in a particular way." The only

lower score was on item 21, "I felt that I had a relative advantage." Student defendants' scores averaged 3.2 and plaintiffs' averaged 2.2, reflecting the nature of their position in the case.

Finally, question 14, "I was trying to get my opponent to respond in a particular way" reflected agreement with Donohue's first assumption, that negotiators seek to control one another's actions in a distributive situation. Student plaintiffs ranked this item highest with a 6.6 out of a possible 7.0 score, while professional defendants placed it very low with a 3.2 score.

As previously indicated, the remaining scores balanced one another to average from uncertainty to weak agreement. The remaining three questionnaire items without Likert-type responses deserve consideration at this point.

Questions 25 and 26 (appendices J and K) inquired whether participants felt they and their opponent attacked, defended, or regressed (conceded) more often. While actual codings showed far more defenses, participants attributed concessioning moves to themselves most often, then attacks, and finally defenses. They did attribute mostly defending moves to their opponents, then attacking, but very few regressing moves. Apparently the negotiators perceived themselves to be attacking slightly more, and their opponents to be regressing considerably less.

Item 27 questioned cooperative versus competitive orientations. Only four of the 20 participants labeled their negotiation solely cooperative, eight competitive, and seven both cooperative and

competitive. So 40% viewed the event as solely distributive and 60% perceived some degree of integration of outcomes.

On the initial demographic questions, neither sex, age, nor profession resulted in the establishment of patterns related to outcomes. Responses to frequency of negotiating varied, but most persons indicated occasional or daily involvement in social and business negotiations.

Coding Category Findings

Response Categories

1A: Topic change. Almost all participants readily identified "introduction of a new argument following a defending or regressing cue" as an attack. This agreed with the observer's interpretations. However, subjects often focused on a remark as a cue to themselves, ignoring its response function. So whereas the observer coded "new ideas following a cueing attack" as 7R, "disconfirmation," the parties also labeled many of these as topic change attacks. This broadened the category in spite of Donohue's rule specifications.

2A: Initiation. Most negotiators evaluated the content of initial utterances before assigning the attacking label, and even then only did so if the tone sounded argumentative. As a result, numerous differences existed in comparisons with observer codings since at least half of the negotiations began in a friendly manner.

3A: Conditional other support. No consistent coding patterns for this label were found. Participants selectively interpreted

the implied degree of conditional support, then coded the utterance as a regression if they viewed agreement as prominent, and as an attack if they viewed disagreement as the primary thrust. About half of the participants recognized this as a defensive move.

4D: Nonsupport. The most accurate participant codings referred to these moves. Although they also clearly identified talkovers to change this move into an attack, they again evaluated the content and context of a remark rather than automatically specifying any talkover to be an attack as Donohue's rules specify. The failure to differentiate between new and previously argued issues confused participants' use of this category. Many subjects labeled arguments which should have been in this category as attacks, such as 1A. They explained that even if a point was previously argued, a very strong challenge in support of the previous argument went beyond a defense to an attempt to gain control. The observer also evaluated some comments as needing an attacking category.

5D: Answer. Since this category excludes information "not directly relevant to settlement (dollar offers or concessions) or support for the other," only purely clarifying or defensive moves apply. Utterances demonstrating only weak defensiveness thus evaded any category in the subjects' minds, and they chose to label them clarifications. When a negotiator asked a nonthreatening question and the opponent responded likewise, almost none of the negotiators applied this category's interpretations. The observer also eventually recoded some utterances as clarifications only.

6R: Other support. Participants agreed in the use of this coding category very highly, both as compared with one another and with the researcher's codings.

7R: Disconfirmation. Level of perceptiveness and coordination affected application of this label. Subjects often became so engrossed in the content or argument that they failed to recognize the opponent's sudden shift in subject matter. However, those subjects whom interviews revealed as more skillful generally identified these situations.

8R: Other. This category's specifications assume all previous categories to be inclusive enough that only moves showing weakness would remain and thus constitute regressions. The participants and the observer in these cases recognized that many clarifying moves failed to fit above categories yet did not constitute regressions.

Cue Categories

1A: Charge fault. Almost 100% of the subjects identified any move attributing blame as an attack, along with the observer.

2A: Threaten/promise. Most participants, upon recognizing a move as a threat of some type, immediately coded it as an attack. Commonly used threats on which subjects clearly coordinated their meanings were fears of going to court without settlement, and the use of the potentially damaging film in court.

3A: Offer. Participants evaluated initial offers in their context and in the content of the accompanying justification. If

the user also made other significant comments simultaneously, the listener often ignored the offering cue and concentrated on the response aspect of the remark.

4A: Charge and deny. This move allows opponents to respond to either the attacking or defending portion of an utterance. Thus subjects selectively interpreted it as either attacking, defending, or both. The observer noticed that the opposition tended to focus on the response function of the remark instead, while the user emphasized cueing more significantly. The observer also experienced difficulty in applying this category.

5D: Deny fault. The observer experienced some difficulty in applying this category as well since Donohue referred to both "rejecting culpability" and arguing "against the accuracy of some information attacking his position." The observer as well as the participants also applied this as a cue following defensive remarks, not just attacks. Donohue's intent with this category was somewhat unclear.

6D: Self-support. Participants generally viewed defenses as cueing the opponent regarding one's support for their offer or refusal of an offer, as long as that support was mild and not challenging in nature. Otherwise participants often considered such moves to be attacks of some sort.

7R: Concession. Another problem with 6D also found in 7R stemmed from references to "an offer" or "dollar offer." Although almost all agreed on dollar-value regressions, the role of issue concessions defied classification. The participants viewed a strong

agreement as a concession, while the observer had to force-fit such moves into the 8R category, or count them with 7R concessions.

8R: Other. This poorly defined category caused problems similar to those with its responding counterpart. Again, participants refused to classify purely clarifying moves as regressions, nor could the observer.

Generalizations

The observer's experience in applying and observing these categories discovered several procedural limitations. First, as Donohue (1981a) admitted, "some tactics simply appear more powerful than others" (p. 286). He suggested training judges to identify the strength of attacks or weaknesses of regressions. This would more accurately reflect the impact of moves if the observer could identify participant perceptions. But another partial solution might be to create more adaptive categories, as Donohue (1982) began to do later. This still ignores the relation between numbers of regressions versus sizes of regressions, and negotiation outcome, however.

Second, an additional category, "clarification," would enhance the accuracy of the coding scheme. The observer recognized that while some seemingly innocuous questions and answers actually had strategic implications, others ought only to exchange information and not tactical signals. The nonverbal cues accompanying such moves offered clues as to the user's intentions, and suggested the value of interpreting paralanguage and bodily cues. Since this

information cannot be systematized, it is still open to observer inference.

Third, participants' perspectives controlled whether they focused on the response, the cue, or both functions of utterances. Subjects did frequently indicate recognition of this duality, but their interpretations and subsequent actions were not always stimulated by both.

A fourth and related complication in interpretations involved subjects' tendencies to recognize several moves in one utterance. As exemplified with such overlapping categories as response 3D, "conditional other support," or cue 4A, "charge and deny," participants often identified several meanings. They then based their following behaviors not necessarily on what the observer expected but upon what they selectively chose to believe. Thus the correlation between the action and the reaction became less clear.

Interview Question Results

When asked, "Who do you think won?" defendants tended to claim having been in a losing position against a strong case, but for the most part, those plaintiffs and defendants who actually won in dollar terms correctly identified themselves. However, in most adversarial or distributive negotiations, neither side strongly felt they won. In more cooperative or integrative negotiations, both sides felt they won due to intangible issues such as receiving a 50 year payoff period or the satisfaction of avoiding a lengthy trial.

When questioned regarding attacks, defenses, and regressions, most subjects answered as they had on the questionnaire immediately after the negotiation. Three or four negotiators revised their answers after reading over the negotiation and adapting their perceptions. These individuals such as the professional plaintiff in negotiation V thereby revealed to the observer that they had lower levels of perception and coordination at the time of the actual negotiation event.

Questions 3 and 5 on clarity of understandings elicited remarks as to the more prominent issues in the negotiations, while questions 4 and 6 on misunderstandings drew references to either more obscure issues or important arguments that one or the other could not resolve. Almost every pair matched up at least one or two issues in terms of perceived misunderstanding or clarity, and the better coordinated negotiators indicated higher numbers of overlapping understandings.

Questions 7 and 9 inquired as to helpful moves, and 8 and 10 as to least productive moves toward reaching settlement. Negotiators tended to mutually identify irrelevant arguments, but slanted their interpretations of helpful moves. Most listed moves of their own which the opponent appeared to have considered as less valuable. This reinforced how negotiators have difficulty stepping outside their own perspective.

Question 11 asked whether interpretations changed after the reading of the transcription. Results were inconclusive since most

asserted only minor changes in perception took place. However, the observer's probes indicated that especially on the part of those participants who were less coordinated with their opponent's meanings during the negotiation, the coding process developed their understanding and insight after the fact.

Serendipitous Findings

Cooperativeness versus Competitiveness

Donohue (1981a) noted, "settling may require a more complementary style of interaction in which one submits to the other's attacks" (p. 285). His coding system assumed the person making more attacks will be more likely to win. However, this generalization broke down in negotiations solely distributive in nature. When one party repeatedly attacked and the other refused to "give in," settlement could not be reached. Thus neither party could actually "win" although one may have gained more movement from the other.

The actions of both parties in professional negotiation II, the defendant in professional negotiation III, the student plaintiff in negotiation III, and student defendant in negotiation IV exemplified "stonewalling." They attempted to keep control of the negotiation, in Donohue's terms, yet caused activity to stagnate. Were Donohue's prescriptions for successful negotiation by an aggressive exercise of control carried out by all negotiators, such deadlocks would seem more likely. As Rubin and Brown (1975) summarized from bargaining studies, personalities are so important to

negotiation that highly committed negotiators may stand firm on their proposals (p. 53).

The most cooperative negotiations reached settlement by electing a more integrative bargaining mode. In student negotiations II and V, and professional negotiation V, other intangible factors led the parties to both seek a "win-win" outcome: goodwill, avoidance of court, efficient payoffs. Attacking and regressing moves were less important in affecting outcomes with such cooperative orientations.

Students versus Professionals

The professional negotiators may have appeared more insightful due to their experience. The fact that students interrupted one another more frequently while professionals elaborated upon their rationale at greater length has been discussed. Other differences included a greater awareness by professionals of their success or failure in past experiences. Almost every professional elected to explain, without observer probing, the manner in which he or she usually negotiates. Each sought to take the opponent's perception and understand their orientation from their past experience.

An additional difference more apparent when including two student negotiations omitted from the study was students' greater awareness of time restrictions. Several professionals rationalized that actual cases would not need to be settled in one-half hour. In contrast, those in the five student pairs which settled (out of seven total) may have been conditioned by group discussion and

negotiation experience to force completion within time constraints, whether the resultant agreement seemed realistic or not.

Summary

This chapter presented both a specific and general view of the data collected. With regard to negotiation outcomes, two of the ten pairs in the negotiation cases actually reached settlement, and the student pairs did so with approximately twice as many utterances per negotiation. Selected details from the ten cases implied varying levels of support for Donohue's assumptions, rules and coding categories, as further discussed in chapter 5.

Only about half the cases' utterance coding totals suggested that dollar outcome relates to use of tactics. While most questionnaire responses averaged around uncertainty, awareness of "bottom lines", responding, and cueing ranked high. Over half perceived cooperative elements in their negotiations. Participant recognition and use of descriptions resembling Donohue's coding categories varied.

The interview questions revealed that negotiators whose codings and explanations were more insightful and hence coordinated with their opponent's meanings also tended to have greater degrees of understanding. Among serendipitous findings, in at least three negotiations, an excessively competitive orientation prevented settlement. Also, students' negotiations may have differed from the professionals' due to their levels of and types of experiences.

CHAPTER 5

CONCLUSION

This case study sought to extend the theory of the Coordinated Management of Meaning to explain and describe the process of negotiation, through testing William Donohue's (1981a) negotiation interaction coding system. Three subproblems were investigated.

ImplicationsThe First Subproblem

The first subproblem questioned construct validity--whether the coding categories reflect participant meanings. This research examined whether the observer could justifiably apply labels to negotiators' behaviors and presume the tactics used by the "winner" caused his success. Otherwise, only a correlation by coincidence could be demonstrated, with other variables actually controlling outcome.

Donohue (1981b) cautioned against misinterpretation of these categories and their rules. He asserted, "Whether or not the rules exist consciously or unconsciously is not as important as how they are used effectively to win" (p. 109). But he later elaborated, "In general, the rules are intended to recover the linguistic choices communicators make to accomplish speech acts" (1982, p. 5). Therefore, this study examined negotiators' actions to establish whether their behavioral choices were based upon Donohue's rules.

The negotiators in these cases readily explained utterances in terms consistent with several of the coding categories. As

noted in the chapter four discussion of results, however, the observer's coding often differed from the participants. Category revisions might correct some of these discrepancies, although perhaps no coding system or observer could be sensitive enough to identify and encompass all possible speech acts.

The first suggested revision would be a "clarification" category. Donohue's requirement that actions not fitting into any of the other categories be considered 8R, regressions, totally contradicts actual participant perceptions.

A second suggested revision involves broadening or splitting several categories to more specifically codify particular behaviors. After the data of this study was computed Donohue presented a revised rule and coding set which partially accomplished changes suggested by these findings. This system (1982) is discussed in conjunction with the recommendations from this case study.

In the responding attack categories, Donohue retained "topic change" but resolved some confusion by eliminating the regressing category "disconfirmation." Unfortunately this also created a new problem since many subjects recognized that some topic changes were purely attempts to evade damaging issues, and as such, constituted regressions.

Donohue eliminated the "initiating" category, which served little purpose anyway. He added two other tactics. "Deny fault with personal rejection" indicated a personal affront which did occur in the three very competitive negotiations, and which

the participants unanimously considered a strong attack. "Assert rights/needs" expanded upon the previous catch-all defensive category 4D, "nonsupport," by allowing codification of challenges as either attacks, here, or as defenses, elsewhere in the coding scheme. Many participants consistently evaluated the strength of challenges when labelling them attacks or defenses. These revisions improved the responsiveness of the system, but these two categories require a clearer definition.

Donohue's defending response category changes involved the expansion of "nonsupport" into "reject proposal" and "reject rationale/utterance." These resolved some problems with the challenging nature of moves but still lack detail to direct the observer in their use. "Extension" replaced "answer," and thereby allowed coding of questions as well as answers. While this category may resolve some of the observer's difficulties with codifying clarifying moves, it still requires observer inference of the tactical significance of remarks which imply little to the participants. A final revision of the defending categories was elimination of the "conditional other support" category. This study supported its removal since few participants applied it in their interpretations.

In the regressing response tactics, Donohue divided 6R, "other support" into two parts, depending upon whether a remark involved dollars or issues. Addition of these new categories, "proposal other support" and "rationale/utterance other support,"

was supported by this study. However, another new regression category, "extension question," mistakenly assumes questions to signify weakness. Negotiators in this study did not view most questions as regressions, but as clarifications. A final name change among the responding categories of regressions involved retitling the "other" category as "et cetera," but retaining the same function.

Among cueing attack changes, Donohue retained "charge fault" but added the possibility of challenging good faith and elements other than blame by changing the name to "charge fault/responsibility." Although these types of attacks were considered to be quite distinct by these negotiators and so should be separate attacks, Donohue at least expanded their definition. He also ranked this tactic second behind the more powerful "assert proposal/offer" which was previously third, and only referred to dollar assertions. This again expanded a definition. The case study bargainers consistently differentiated between issues and money in their coding explanations. This revision accommodated more options but unfortunately compacted two distinct types of data with possibly different weights in the minds of negotiators.

In other cueing attack changes, Donohue eliminated a category which participants readily identified and claimed to be an important element influencing negotiation outcomes. By omitting "threaten/promise," Donohue struck from his coding system the tactic most supported by this study. Donohue also eliminated the

"charge and deny" category. This study supported that change, since participants tended to selectively interpret the defending or attacking cue singly. Yet this change compounds the problems of the researcher who must subjectively decide which cue is stronger, the attack or defense, in a given utterance including both. The observer's "guessing" may be totally incorrect, making any conclusions based upon it faulty.

A final cueing attack change involved adding a category entitled "decision" which entails "providing information or evidence supporting the speaker's own position." This simultaneously solved some problems while creating others. The scheme applied to this study could not accommodate very strong defending moves which held more of an attacking tone. Participants also tended to label such moves as attacks, while the observer was forced to inflate the number of defenses coded. The scheme clearly needs to specify the level at which defensive maneuvers become attacks and thus fit into this category.

Among cueing defensive moves, Donohue essentially re-named "self-support" as "substantiation," and moved it up higher in the hierarchy. This acknowledged a finding of this study, that this category constitutes the tactic most frequently used by the negotiators. Donohue's addition of "clarification request" partially fulfilled the need for clarification moves, while still failing to accommodate simple answers (questions only). Finally, Donohue renamed "deny fault" as "deny relevance." This expansion allowed

including moves which not only deny previous information but also begin to constrain the opponent. Conflict in application by the observer and participants may continue, as occurred in this study, until the category is more specifically worded to draw the line between defending moves bordering on attacks.

Among regressing cue changes, Donohue's breakdown of "concession" into two distinct forms, "offer concession" and "information concession" was very much supported by this study. However, his definition of "information concession" as "offering less information than is requested," contradicts these findings. Uncooperative utterances were more often viewed as defending rather than regressing. The final new category, "conciliation/flexibility" actually serves the needed function of coding informational concessions. All negotiations supported this revision. And lastly, "et cetera" again replaced the code name "other" as involving any cue not in the above labels.

Donohue's coding category revisions appear more responsive to problems found in this study. However, difficulties still remain. He eliminated at least two needed categories, defined some categories so as to include more than one type of move, and still only ambiguously defined others. More careful definition of the types of behaviors constituting each tactic and of the distinction between moves as attacks, defenses, and regressions is needed. As previously mentioned, some categories should be split into separate types of moves. A clarifying category is

needed to allow such moves to be exempt from tactical significance at times. Finally, some means, numerical or otherwise, must be devised to indicate the relative strength of moves so that very small concessions are not treated as equal to large concessions in their influence on outcomes. The same is true of attacks. Donohue (1981a) admitted the need for such a distinction but as yet merely makes comparisons across, not within, tactics.

The Second Subproblem

The study also sought to verify whether negotiators successfully coordinated meanings through the process of coorientation. Each of these two terms requires examination in terms of the episode itself.

Donohue (1981b) presumed negotiation to be sufficiently ritualized that all people have at least cursory knowledge of it; professionals should have even more. The communicative context has been repeatedly demonstrated as influencing behaviors, such that especially in negotiation, previous actions of another constitute one of many influences (Bochner, 1978; Frenzt & Farrell, 1976; Patchen, 1976). Eisenberg (1976) conceded that while negotiation seems to have some "norms" controlling behaviors, these constraints are always relative to such factors as dependence, power, and personality (pp. 637-638).

This study demonstrated that the context could not be controlled by the researcher so as to prescribe the purely distributive behaviors for which Donohue's system was designed. Several

negotiations deadlocked due to excessive competitiveness, while others passed into an integrative mode to share outcomes. Under these conditions a high number of alternative behaviors resulted in low prescriptive force behind Donohue's rules. As Johnson (1979) explained, two factors influence levels of coordination: cognitive differentiation (constructs) of an event, and the equifinality of participants' rules structures. In at least four negotiations one participant or the other perceived more alternatives than suggested in Donohue's rules. For example, an attack did not need to be reciprocated, and concessions could be responded to with further concessions.

Pearce's (1980) criticism of interaction analysis suggested the computation of probability estimates and their incorporation into rule sets is "an appropriate form of explanation if one assumes that sociation is homogeneous" (p. 7). These participants demonstrated not only varying interpretations but also varying degrees of enmeshment within rule structures. The professionals were more aware of and better able to explicate strategies, implying better understanding, through experience, of the negotiation event. While this greater understanding may not have influenced outcome, it affected tactical choices and thus the sequencing of behaviors as the professional negotiators sought to coordinate meanings.

This study also roughly examined coorientational states. In terms of congruency, negotiators' self-reports indicated a feeling

that their interpretations resembled their opponents' on most issues. In at least half of the negotiations, however, the participants recognized important misunderstandings. The greatest problem in these cases lay in accuracy or confirmed agreement--actual resemblance between negotiators' meanings. The primary finding of this study was that whether or not strategies influenced outcomes, accuracy did influence outcome. The negotiator with the more accurate perceptions or higher level of coordination "won" in six cases. In two cases with no settlement, neither negotiator demonstrated appreciably greater accuracy. And in two cases, although the opposing individual won, the differential in accuracy of perception was small because of the misunderstandings and low level of coordination between both participants.

Coordination and coorientation clearly influenced negotiator behaviors, and constitute variables requiring further study to demonstrate how they influence outcome relative to the use of strategies and tactics within Donohue's rule set.

The Third Subproblem

These cases also investigated the constitutive and regulative rules implicit within the negotiation event. Results relative to both rule types deserve explanation.

At the constitutive level, the problem of determining what "counts as" what tactic arose with the expert observer imposing labels on participant speech acts. Since these interpretations constitute the actors' bases for future actions, for this study

these flaws required remedy either through elaboration of the coding system or checking with the subjects' interpretations. Two pictorial representations illustrate conflicting interpretations which commonly occurred in this study. Figure 5 indicates how an example of an antecedent condition stimulated a "meaningful construction" or speech act, which is interpreted to "count as" a construct higher in the opponent's repertoire of meanings.

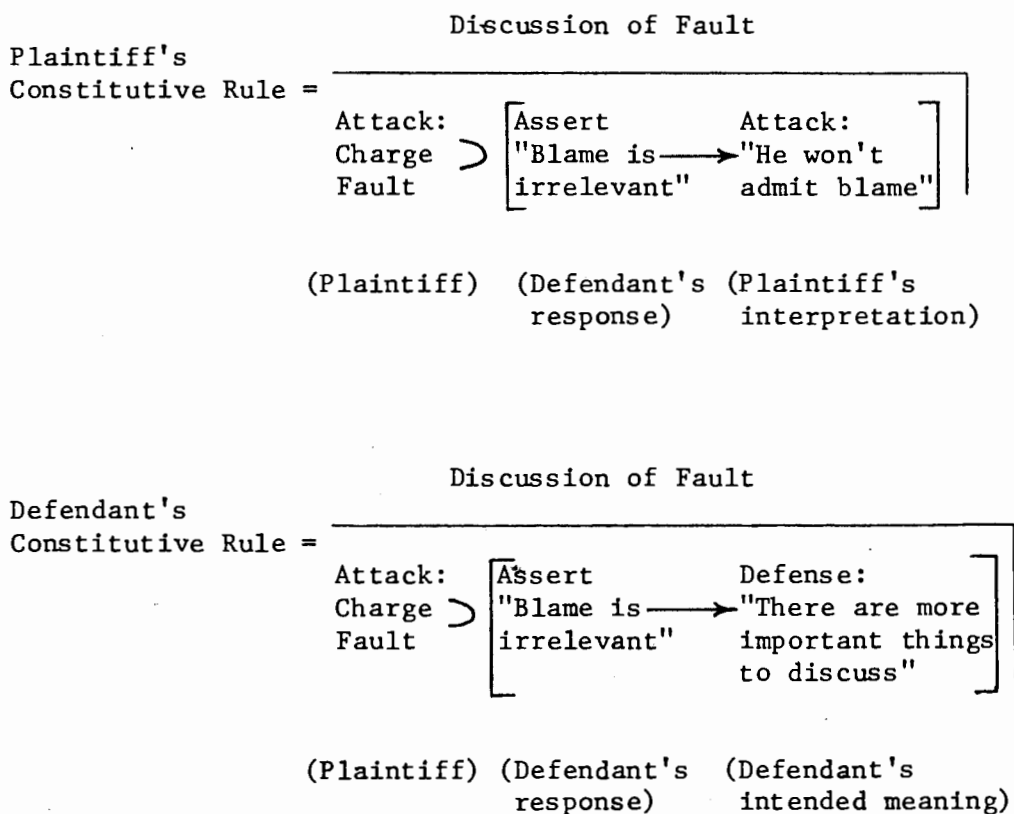


Figure 5

Examples of Differing Constitutive Rules

These differences in interpretation commonly occurred between attacks, defenses, and regressions, but also between the strength of such tactics. Regressions which involved very minor issues or only small amounts of money were often not counted as regressions but as insulting attacks. The observer had to go beyond the category scheme and rule structure to determine how to codify these behaviors. And with the example of clarification, the observer created a new category in response to repeated participant comments.

The regulative rules, as descriptions of the sequencing of behaviors, suffered from two difficulties, according to this study. First, as Cronen, Pearce, and Snavely (1979) noted, "people do not always act with an intended consequent in mind and may instead act responsively, focusing on antecedent conditions to the exclusion of consequents" (p. 230). Likewise, these subjects frequently based their behaviors on either responses alone or cues alone, or not on the opponent's behaviors at all. Further, problems in interpretation relative to coordination and coorientation also significantly affected whether participants seemed to follow Donohue's rules.

A second, but related problem arose from Donohue's implied "weak laws." His theoretical orientation appears inconsistent from that of the Coordinated Management of Meaning which suggests persons are primarily self-directing. Even in a norm-related event like negotiation, they may choose to sequence their behaviors in a variety of ways depending upon the equifinality of

their rules structures but also the degree of force prescribing particular behaviors. A pictorial representation of the regulative rule illustrates a common argument from these cases and how coordination of meaning was affected (figure 6).

This example illustrated how, if certain antecedent conditions occur, then some degree of force prescribed a behavioral choice so as to achieve a desired consequent. The overlap with constitutive rules was apparent in the construal of meaning as the action (message) of one individual became the antecedent condition for the opponent.

Many of Donohue's rules specified obligatory force. However, the participants chose to interpret antecedent behaviors with varying degree of force--obligatory, legitimate, prohibited, or residual--in attempting to reach a consequent. When negotiators creatively constructed cooperative or integrative consequents or goals, Donohue's rule structure became irrelevant. So although his rules generally appeared to apply to participant behaviors, the large number of exceptions allowed question of the validity of linking strategy to outcome, at this point.

Limitations

Several limitations require explanation, in terms of the negotiation case and the study methodology. The case could be improved with informational revisions to equalize the argumentative power of the subjects. Additional general information

regarding their client's desires and the authority of the negotiating attorneys to agree upon commitments for their clients would satisfy questions posed by the professionals in this study. A brief explanation of certain legal implications would standardize negotiating positions. This would include explaining that the plaintiff's ability to work may reduce recoverable damages, or indicating the level of solvency of the defendant financially. The stipulation of an unstructured (lump sum) rather than structured agreement would also ensure more comparable outcomes. To balance the possible arguments suggested to the plaintiff, more points of contention could be offered in the defendant's confidential information.

Case revisions also concern settlement pressures. The time limitation pressure points successfully prompted individuals such as the trial attorneys who were conscious of the gamble involved in jury trials, to settle. Greater emphasis on the plaintiff's need to receive cash immediately and the defendant's desire to end adverse publicity might also result in a greater likelihood of settlement.

An additional settlement pressure related to satisfactory outcomes. Karrass (1970) suggested that unless the bargainers' ranges of "expected satisfaction" (bottom lines) overlap, settlement is less likely. However, this case allowed the participants freedom in establishing boundaries by merely suggesting optimal levels rather than bottom lines. The implicit danger in setting

absolutes is that subjects may tend to split outcomes evenly and invalidate attempts to ascertain the effects of strategy on differentials. Some resolution of this dichotomy is needed.

Methodological limitations also suggest possible revisions. A reward might motivate subjects to negotiate more realistically. Negotiation studies, Donohue's included, frequently pressure participants to settle by offering payoffs on a sliding scale. Failure to settle entails no reward. While this study encountered problems with negotiators failing to settle, most participants apparently bargained in a realistic manner as evident from their emotional involvement. However, if resources allow it, an equitable reward structure seems advisable.

Items in the questionnaire could be either explained further or expanded with interview probes. Participants encountered difficulty in writing explanations of their strategies. Interview responses through the observer's probes covertly clarified the concept of strategy and resulted in more accurate responses. The transcript review and coding session may be necessary to stimulate self-reflection and improved ability to respond.

The follow-up coding/interview session assumes subjects can interpret and apply the constructs of attacking, defending, and regressing to their own and opponents' moves. Some means of verifying participants' understandings should be found so as to ensure valid conclusions based on those self-reports. In this study, interviewer probes clarified ambiguous interpretations.

Yet excessive interventions may condition respondents to answer as they perceive desirable, not as they actually feel.

Finally, tightened procedures surrounding subject behaviors might include more strict admonitions not to converse with others about the case. In at least one professional condition, a defendant admitted knowing before the negotiation that her friend also failed to agree to settlement in a previous negotiation. This may have influenced her own refusal to settle. Student subjects may also have discussed the case. As Williams (1971) suggested, the researcher may never completely control subjects through instructions. However, the experimenter should take all possible precautions.

Future Research

Suggestions for future study relate to continued investigation and to general methodological procedures. First, though difficulties exist, interaction analysis of negotiation behaviors should continue. This study supported Putnam and Jones' (1982) literature review and conclusions, "The central problem in negotiations, then, is not the effect of message strategies, but the nature of interpretational influences that accompany how these trades are communicated" (p. 276). Interpersonal differences intrinsically affect all elements critical to communication--coordination, coorientation, and constitutive and regulative rules--and so must be examined further.

Second, as Donohue (1981b) admitted, the degree of force or prescriptiveness affects actions. This coding system and its

regulative rules could become more accurate if the concept of force were more clearly outlined. Donohue began to do so by acknowledging that different levels of force occur in solely distributive situations, but the analysis must be expanded to make these rules and categories more useful. The fact that bargainers can elect an integrative mode and thus different levels of force and even rules structures must also be considered.

Third, the use of professionals indicated differences from student behaviors, thus questioning the use of laboratory versus more naturalistic study settings. Future studies such as those currently in progress by Donohue need to move into the real world and risk what has been termed, "contamination of outside influences." Perhaps Donohue's rules only apply to the most carefully controlled conditions. If so, Laird's (1982) criticism applies. "What we often fail to realize is that a given context forms an inextricable part of the action performed within it" (p. 3). If these rules are to eventually apply to the real world, they must be tested in that arena. And if testing then fails, perhaps the rules will have no value until they can accommodate a multitude of contextual differences.

A fourth suggestion relates to the determination of "winners" and "losers." Many negotiation experts do not believe that it is truly possible to make such a distinction (Fisher & Ury, 1981, p. 154; Karrass, 1970, pp. 3-4; Nierenberg, 1973, pp. 236-237). The bargainer who is concerned with an ongoing relationship or with

maintaining "face" in front of his constituency may behave differently tactically than one who focuses only on dollar outcomes (Rubin & Brown, 1975, pp. 48 & 197). Intangible factors must be considered in some way before generalizations as to effective strategies may be tied to outcome.

Summary

This study found the construct validity of most of Donohue's coding categories, as challenged in the first subproblem, to be generally high. However, even his recent revision of the categories remains unresponsive to some problems. For example, many of this study's participants emphasized the relative strength of particular tactics. Subjects also perceived the requesting or giving of clarification to have no manipulative significance to the outcome of the negotiation. In addition, the use of the coding categories may require further development of definitions to better distinguish between negotiator actions and their strategic importance. The relationship of tactical choice to outcome was not established, since in at least six out of the ten cases in this study the negotiator using more attacking moves did not necessarily "win" the negotiation.

The second subproblem investigated the degree of coordination between negotiators in this case study. Generally, those negotiators whose level of understanding and coding of behaviors more closely matched the observer's tended to achieve the higher

dollar outcome. This suggested that awareness of the strategic importance of particular actions may be as important if not more important than the actual behavioral choices made. However, it may also be concluded from these studies that the more insightful negotiators not only better understood what was happening in the negotiation, but were better able to sequence their actions according to their own, if not Donohue's, rules structures. When both negotiators possessed a seemingly lower level of coordination, the negotiations tended to suffer, since the participants could not influence one another's behaviors as effectively.

The third subproblem examined the role of constitutive and regulative rules in negotiation. While it was apparent from these studies that the negotiators did interpret and sequence behaviors in accordance with some sort of rules, the evidence of a lack of coordination and presence of behaviors contrary to Donohue's rule specifications suggested differing rule prescriptions and levels of force. As this study noted in the review of literature (chapter 2), the theoretical perspective of the rules theorist is all important. The conflict between this study and Donohue's assumptions may stem from conflicting theoretical orientations. Donohue's form of interaction analysis assumes a more regularized, rule-following approach. Pearce's theory of the Coordinated Management of Meaning offers a rule-using perspective. Donohue's "weak law" approach is an adequate interpretation if negotiation is sufficiently ritualized and the participants are sufficiently

homogeneous to allow empirical generalizations of their behaviors (Pearce, 1980). In this study, however, many factors other than choice of strategic behavior also appeared to influence the negotiations' outcomes. Personality attributes and context played an important role in several negotiations. Communicators' competence, at least in terms of levels of coordination, also seemed to influence results.

That the rule-using orientation embraces heterogeneity and diversity may, by definition, explain why this investigation was able to locate problems in Donohue's negotiation interaction coding system. Many of his assumptions were upheld, and in some negotiations, the party using more attacking tactics did ultimately "win." But by its very nature, the rule-using approach contradicts the rule-following paradigm. It constitutes an alternative explanation of human behavior. What is clearly needed is further study of the negotiation event so as to ascertain the degree of ritual involved and the homogeneity of negotiators and their behaviors. The role of coordination requires further scrutiny. Once these conditions and factors are established, conclusions from future studies may warrant generalization since their theoretical justification will have been soundly supported.

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APPENDIX A

NEGOTIATION CASE: PLAINTIFF

Personal Injury Negotiation: Donnelly v. Milan Dairy CooperativeInformation for Mr. Donnelly's Attorney (Plaintiff's Attorney):

You are being asked to role play as realistically as possible the following negotiation. You are the attorney for Mr. Stephen Donnelly, the plaintiff in a civil suit against the joint defendants, the Milan Dairy Cooperative and their insurance company. The details of the situation, along with certain confidential information for you alone, are given. No special law-related skills are needed on your part, just your imagination and determination to "win" the best possible settlement.

The situation: you are to be meeting with the defendants' attorney in a last-minute effort to settle the suit and decide on the monetary damages out of court. It is 20 to 30 minutes before the trial is scheduled to begin, and so you must either reach an agreement within that time or face the prospects of a lengthy jury trial.

You may use your imagination as necessary in role playing this case and arguing your position. Remember, you are determined to win the highest settlement on damages that you possibly can for your client.

General Information Available to Both Sides

On October 19, 1981, at 1:00 a.m., Stephen Donnelly was driving from Ann Arbor to Detroit on I-94 when he was involved in an automobile accident. He was permanently paralyzed from the shoulders down as a result. Mr. Donnelly was 27 at the time.

Mr. Donnelly was returning his fiancée to Ann Arbor after having attended a concert in Detroit. He had taken her home and was returning to Detroit in his 1978 Volkswagen Rabbit when he came upon a car which was stopped on the shoulder of the road. He pulled off the road to offer assistance and less than 30 seconds later his car was struck from the rear. His vehicle and the car ahead were driven off the shoulder. They were struck by a milk truck of the Milan Dairy Coop. and both he and the driver of the car ahead of him received broken necks. The driver of the truck reported that he did not realize he was going over the edge of the road because of the curve in the road at that point. He also reported that Donnelly's car did not have emergency flashers on, although oxidation of the filaments on the light bulbs of the VW did indicate the driving lights were on. The police reported that the pavement was dry and visibility

unrestricted at the time of the accident.

The following background information is general knowledge. Mr. Donnelly comes from a family of able musicians--his mother is a professional pianist, and his father plays the viola in pit orchestras at the Fisher and elsewhere. Mr. Donnelly earned approximately \$20,000 a year with the Detroit Symphony Orchestra, playing the viola. He was regarded as a rising star, and it was likely that he would have received the next opening in the Boston Symphony for \$28,000. Also, numerous positions as an instructor in teaching institutions would have been available. Both the conductor of the Detroit Symphony and his former instructors testify to his excellence in playing the viola.

At the time of the accident Mr. Donnelly was engaged to be married to Miss Karen Hendricks, whom he had just taken back to Ann Arbor to the School of Music, prior to the accident. Since then, the engagement has been terminated.

Mr. Donnelly's medical expenses from the time of the accident are \$250,000. These include doctor fees, hospital fees at Wayne County General Hospital, and fees for his stay at the Rehabilitation Institute in Detroit. He does have excellent insurance coverage which would pay all but 10% of these expenses, if necessary.

His current medical prognosis is as follows: he has very limited use of his hands and arms; with some difficulty he can comb his hair, lift a glass and do very limited manual functions. His therapists certify he will never again play the viola nor can he feed himself at this point. He has no bladder or bowel control and has had to have a valve installed in his bladder. It is likely that he will suffer a continuous series of infections in the urinary tract, bed sores, and other such maladies which commonly afflict those who are paralyzed.

In addition, he will need someone to care for him through the rest of his life. This person will have to cook for him, cut his food, dress him, and help him to the bathroom. It is likely therefore that he will have substantial continuing medical expenses as a direct result of the injuries suffered in the accident.

Status of the case: shortly after the accident, attorneys for Mr. Donnelly (you) filed suit against the Milan Dairy Coop. and their insurance company. The complaint asked damages of \$5.5 million and set forth the allegations as described above. (A recent decision, the Smith case, resulted in a \$5.5 million award. This case is similar except that the plaintiff's wife and child died in that accident while Smith survived, but with paralysis).

At the pre-trial conference which was recently held, Mr. Donnelly's lawyer (you) showed a movie with Donnelly first playing the viola. It showed his hands and fingers moving on the strings gracefully. Next the film showed him attempting to operate a loom at the Rehabilitation Center. There his hands quivered and shook and finally grabbed the loom levers like hooks to pull them down. After this showing, the judge was in tears and indicated that the movie would be allowed to be shown to the jury in future proceedings.

Confidential Information Available to You Only:

Your client wants to obtain the maximum award possible. You realize the insurance company for Milan Dairy Coop. has a limit of \$1 million in coverage, but you are prepared to demand the remaining damages from Milan directly. You are anxious to settle out-of-court as soon as possible because your client's financial resources are dwindling and he cannot wait two to three years for a jury decision. You are also fearful that the recent trend in high jury awards might be reversing itself as juries stop awarding such record-setting damages.

Facts Regarding Areas of Contention:

Loss of career and income. Your client has been offered several positions, but you are unsure as to the knowledge of the attorney for Milan Dairy Coop. about them. There have been offers to be a music instructor, to assist with the music rehabilitation program at the Rehabilitation Institute, and to act as a goodwill ambassador for the Detroit Symphony.

Loss of companionship. You know that the couple was ready to break up and that the law only allows damages from the death of blood relatives or spouses, but you are ready to argue psychological damage.

Medical expenses. Although your client's insurance company is ready to pay almost all expenses, you still hope to recover from Milan instead.

Pain and suffering. You know that Mr. Donnelly has suffered little actual physical pain (due to his paralysis) and that the Institute psychologist has certified his mental health to be excellent due to his good-natured disposition. You know that the film may have distorted Mr. Donnelly's actual presence of mind, but you will still insist on a large award because of the pitiful nature of his disfigurement for life.

Future care. You have found that social welfare funds are available to help your client live in the County Rest Home, but he prefers to have an apartment of his own with a live-in nurse. The best of care could cost an average of \$50,000 per year over the next 60 years, or \$3 million.

You would like to get the \$5.5 million as awarded in the Smith case, but you actually believe that even \$4 million would be an incredibly good award.

APPENDIX B

NEGOTIATION CASE: DEFENDANT

Personal Injury Negotiation: Donnelly v. Milan Dairy CooperativeInformation for the Attorney for the Defendants--Milan Dairy Cooperative and Milan's Insurance Company:

You are being asked to role play as realistically as possible the following negotiation. You are the attorney for the Milan Dairy Cooperative and their insurance company, (the defendants) in a civil suit initiated by the plaintiff, Mr. Stephen Donnelly. The details of the situation, along with certain confidential information for you alone, are given. No special law-related skills are needed on your part, just your imagination and determination to "win" the best possible settlement.

The situation: you are to be meeting with the plaintiff's attorney in a last-minute effort to settle the suit and decide on the monetary damages out of court. It is 20 to 30 minutes before the trial is scheduled to begin, and so you must either reach agreement within that time or face the prospects of a lengthy jury trial.

You may use your imagination as necessary in role playing this case and arguing your own case. Remember, you are determined to prevent the winning of a large damages settlement by the plaintiff.

General Information Available to Both Sides

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In addition, he will need someone to care for him through the rest of his life. This person will have to cook for him, cut his food, dress him, and help him to the bathroom. It is likely therefore that he will have substantial continuing medical expenses as a direct result of the injuries suffered in the accident.

Status of the case: shortly after the accident, attorneys for Mr. Donnelly (your opponent) filed suit against your client, the Milan Dairy Coop. and their insurance company. The complaint asked damages of \$5.5 million and set forth the allegations as described above. (A recent decision, the Smith case, resulted in a \$5.5 million award. This case was similar except that the plaintiff's wife and child died in that accident while Smith survived, but with paralysis).

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Confidential Information Available to You Only:

Your clients are both the Milan Coop. and their insurance company, so even though the insurance company limit is \$1 million, you fully expect a higher award which would require Milan to pay the damages exceeding the \$1 million mark.

You are anxious to settle out of court because after seeing the judge's tearful reaction to the film, you are certain that either a judge or jury settlement would probably be at least at the \$5.5 million level of the recent Smith decision. Also, the publicity surrounding this case has caused the insurance company concern over its image and future business. Finally, a two to three year delay would mean additional attorneys' fees to be paid by you.

Facts Regarding Areas of Contention:

Loss of career and income. You believe the defendant could still find work as a music instructor and easily earn almost \$20,000 per year in that capacity.

Loss of companionship. Courts have traditionally refused to offer compensation except for spouses' or children's deaths.

Medical expenses. Since Mr. Donnelly's insurance company is perfectly willing to cover most of his expenses, you hope to avoid these costs.

Pain and suffering. You feel particularly vulnerable in this area, after seeing the judge's reaction to the movie.

Future care. You estimate an average inflation-adjusted cost of \$25,000 per year over the next 50 years, or \$1.25 million. This is based on a quotation from Dr. Ernest Franks, of the Shady Rest care facility, a private institution in Detroit with a good reputation.

You would like to hold the settlement to \$2.5 million, which would cost the insurance company \$1 million and Milan \$1.5 million, but you know that will be extremely difficult.

APPENDIX C

INFORMED CONSENT STATEMENT

The purpose of this research is to analyze what happens in a negotiation as the parties interact. You will be asked to read a brief negotiation "case" and role play a negotiation as realistically as possible. Separate information will be given to you and your "opponent" regarding your roles and goals as negotiators. The negotiation will be audio tape recorded for the researcher's use only, so please ignore the tape recorder and act as true to life as possible.

After the negotiation settlement is reached, you will complete a short questionnaire referring to the negotiation. Tomorrow you will meet with the researcher again. Please do not discuss the negotiation session with anyone, so that your memory of the interaction will be as clear and accurate as possible. The session tomorrow will involve only you and the researcher. Then you will simply be asked, orally, a series of questions about the comments you made in the negotiation. Another short series of general questions will follow this discussion. Your participation is then complete.

Tape recordings, questionnaire answers, and oral interview responses will not identify your name. Your participation is entirely voluntary, and you may discontinue at any time. Do you have any questions? Thank you for your participation.

Ruth A. Hunt
 Dept. of Communication & Theatre Arts
 University of Northern Iowa
 My office: CAC 264B, 273-2015
 Dept. office: CAC 257, 273-2217.

INFORMED CONSENT

I am fully aware of the nature and extent of my participation in this project as stated above and the possible risks arising from it. I hereby agree to participate in this project. I acknowledge that I have received a copy of this consent statement.

(signature of subject)

(date)

(printed name of subject)

(signature of investigator)

(date)

APPENDIX D

QUESTIONNAIRE

Please answer the following questions as honestly and accurately as possible. Your responses will remain entirely confidential.

General Information

I am: Male _____ Female _____

My age group is: 18-22 _____ 23-30 _____ 31-45 _____ 46-64 _____ 65+ _____

My profession is:

If negotiation occurs whenever two or more persons attempt to define the terms of their interdependence or to settle a dispute through presentation of sequential proposals and counterproposals, how frequently do you participate in negotiations? (on the average).

In your social/personal life:

never _____ rarely _____ occasionally _____ daily _____ several times daily _____
I was more active previously: no _____ yes _____ (explain "yes").

In your business/occupation:

never _____ rarely _____ occasionally _____ daily _____ several times daily _____
I was more active previously: no _____ yes _____ (explain "yes").

Specific Information

Please answer the following questions on the strength of your agreement, on a scale ranging from:
SD=Strongly Disagree MD=Moderately Disagree D=Disagree U=Uncertain A=Agree MA=Moderately Agree SA=Strongly Agree

- | | | | | | | | |
|---|----|----|---|---|---|----|----|
| 1) I consider myself to be skillful as a negotiator. | SD | MD | D | U | A | MA | SA |
| 2) When I negotiate, I am able to achieve the outcomes I desire. | SD | MD | D | U | A | MA | SA |
| 3) My negotiation skills were primarily self-taught through experience. | SD | MD | D | U | A | MS | SA |

- | | | | | | | | |
|---|----|----|---|---|---|----|----|
| 4) My negotiation skills were primarily learned through training in negotiations and communication. | SD | MD | D | U | A | MA | SA |
| 5) I usually follow a general "method" or strategy when I negotiate. (Explain). | SD | MD | D | U | A | MA | SA |
| 6) During this negotiation, I followed a strategy. (Explain). | SD | MD | D | U | A | MA | SA |
| 7) My opponent seemed to be following some sort of strategy. (Explain). | SD | MD | D | U | A | MA | SA |
| 8) When I used extreme tactics (challenges, bluffs, etc.), my opponent also tended to use extreme tactics. | SD | MD | D | U | A | MA | SA |
| 9) When my opponent used extreme tactics (challenges, bluffs, etc.), I followed with extreme tactics. | SD | MD | D | U | A | MA | SA |
| 10) When I began to make concessions and move toward agreement, my opponent also did the same. | SD | MD | D | U | A | MA | SA |
| 11) When my opponent began to make concessions and move toward agreement, I also did the same. | SD | MD | D | U | A | MA | SA |
| 12) I clearly understood, for the most part, what my opponent was trying to do through each of his/her comments. | SD | MD | D | U | A | MA | SA |
| 13) My opponent seemed to clearly understand, for the most part, what I was trying to do through each of my comments. | SD | MD | D | U | A | MA | SA |
| 14) I was trying to get my opponent to respond to each of my statements in a particular way. | SD | MD | D | U | A | MA | SA |
| 15) I was successful in getting my opponent to respond to each of my statements in a particular way. | SD | MD | D | U | A | MA | SA |
| 16) My opponent was trying to get me to respond to each of his/her statements in a particular way. | SD | MD | D | U | A | MA | SA |

- | | | | | | | | |
|---|----|----|---|---|---|----|----|
| 17) My opponent was successful in getting me to respond to each of his/her statements in a particular way. | SD | MD | D | U | A | MA | SA |
| 18) I evaluated each statement of my opponent for possible influences as to how I should respond. | SD | MD | D | U | A | MA | SA |
| 19) My opponent seemed to evaluate each of my statements for possible influences as to how he/she should respond. | SD | MD | D | U | A | MA | SA |
| 20) I felt that I was more successful in this negotiation. | SD | MD | D | U | A | MA | SA |
| 21) I felt that I had a relative advantage in this negotiation. (Explain). | SD | MD | D | U | A | MA | SA |
| 22) I was trying to discover my opponent's "bottom line" expectations in terms of an acceptable settlement. | SD | MD | D | U | A | MA | SA |
| 23) My opponent was trying to discover my "bottom line" expectations in terms of an acceptable settlement. | SD | MD | D | U | A | MA | SA |
| 24) I had a "bottom line" settlement point which I felt would be acceptable, & which I kept in mind while negotiating. | SD | MD | D | U | A | MA | SA |
| 25) I felt that, for the most part in this negotiation, I was: ___ attacking my opponent's statements and position, ___ defending my own position, ___ making concessions to move toward agreement. | | | | | | | |
| 26) I felt that, for the most part in this negotiation, my opponent was: ___ attacking my statements and position, ___ defending his/her own position, ___ making concessions to move toward agreement. | | | | | | | |
| 27) Overall, I felt this negotiation was more: ___ cooperative ___ competitive ___ both. (Explain). | | | | | | | |

APPENDIX E

POST-NEGOTIATION FOLLOW-UP INTERVIEW

Part I: Verbal Explanation to Participants

You will be able to read the transcription of the negotiation, and if you wish, listen to the tape as well to refresh your memory. You will note that the plaintiff's statements are listed as the odd numbers, and marked with yellow marker. The defendant's statements are listed as even numbers, and marked with light blue marker.

At this time I will ask you to read through, statement by statement, both your own and your opponent's comments. I will be asking you to try to remember how you interpreted your opponent's comments at that time, and what you meant by your own comments at that time. Please indicate when you are making retrospective judgements. Also, I would rather that you not guess at the meanings of particular statements, so please indicate when you are unsure as to a meaning. I will be tape recording this session because that helps it move along more quickly than were I to write out notes.

It has been suggested that when we negotiate, each statement we make serves two functions. It acts both as a response or reaction to our opponent's previous statements, and it also acts as our cue or signal as to what we want our opponent to say or do next.

Further, during negotiations each comment is assumed to have some underlying intent: attacking, defending, or regressing. I will explain these terms and ask that you let me know if they are unclear in your mind.

An attacking move would be for the purpose of strengthening the user's position by attacking the opponent's position. Attacks are offensive in nature in that the user attempts to keep control of the situation.

A defending move would be for the purpose of stabilizing the user's expected outcomes. These are defensive in nature so as to deflect attacks and bolster one's own position, without directly attacking or challenging the opponent's position.

A regressing move involves acceptance of something the opponent says or does, and shows that the user has downgraded his or her expected outcomes. The making of concessions and acceptance of the other's proposed changes in position are examples of regressions.

Are these three labels clear? I will ask that you indicate, as we consider each statement, whether it is attacking, defending, regressing, or a combination of these labels. I may ask questions for clarification, but if you cannot apply a label, do not "force-fit" one. If you have questions at any time, please feel free to ask them.

Let's begin with statement number one. What was happening here? (And so on).

APPENDIX F

POST-NEGOTIATION FOLLOW-UP INTERVIEW

Part II: Questions After Coding Session

Now that we have examined the text of the negotiation once again, I have a few questions for you.

- 1) IF SETTLEMENT WAS REACHED: If you had to indicate who you believe won or lost this negotiation and why, what would you say?
IF SETTLEMENT WAS NOT REACHED: Even though you did not reach a dollar settlement, if someone were to ask you who you think came out better, that is, who seemed to have won or lost, what would you say?
- 2) In general, who would you say used more of the following moves: attacks, defenses, and regressions?
- 3) Using the transcription as a guide, could you indicate any particular statements made by you that you felt your opponent most clearly understood, in terms of your intended meaning at that time?
- 4) Could you indicate any particular statements made by you that you felt your opponent most misunderstood in terms of your intended meaning at that time?
- 5) Could you indicate any particular statements made by your opponent that you felt you most clearly understood in terms of his/her intended meaning at that time?
- 6) Could you indicate any particular statements made by your opponent that you felt you most misunderstood in terms of his/her intended meaning at that time?
- 7) Could you indicate any particular statements made by you that appeared to be most successful or productive in moving the negotiation toward settlement?
- 8) Could you indicate any particular statements made by you that appeared to be least successful or productive in moving the negotiation toward settlement?
- 9) Could you indicate any particular statements made by your opponent that appeared to be most successful or productive in moving the negotiation toward settlement?

- 10) Could you indicate any particular statements made by your opponent that appeared to be least successful or productive in moving the negotiation toward settlement?
- 11) Now that you have looked back on each statement made by your opponent and yourself in the negotiation, do you interpret them differently from the way you interpreted them at the time they were made? (Explain).

_____very differently

_____somewhat differently

_____only a little differently

_____no differently

APPENDIX G

QUESTIONNAIRE RESULTS, ITEMS 1-24: ALL GROUP AVERAGES

QUESTIONS (abbreviated)	Ques.	STUDENTS *			PROFESSIONALS *			Overall Averages
		Plaintiff Averages	Defendant Averages	Student Averages	Plaintiff Averages	Defendant Averages	Professional Averages	
1) I consider myself to be skillful as a negotiator.	1	5.4	4.6	5.0	6.0	5.0	5.5	5.25
2) When I negotiate, I am able to achieve the outcomes I desire.	2	5.6	4.6	5.1	5.6	5.0	5.3	5.2
3) My negotiation skills were primarily self-taught through experience.	3	4.8	4.0	4.4	4.2	6.0	5.1	4.75
4) My negotiation skills were primarily learned through training in negot. & comm.	4	4.4	5.2	4.8	4.0	3.0	3.5	4.15
5) I usually follow a general "method" or strategy when I negotiate. (Explain)	5	4.4	4.6	4.5	4.8	3.8	4.3	4.4
6) During this negotiation, I followed a strategy. (Explain)	6	5.2	5.0	5.1	5.0	4.6	4.8	4.95
7) My opponent seemed to be following some sort of strategy. (Explain)	7	5.0	5.0	5.0	5.2	5.0	5.1	5.05
8) When I used extreme tactics (challenges, bluffs, etc.) my opponent did also.	8	4.0	4.8	4.4	4.8	3.2	4.0	4.2
9) When my opponent used extreme tactics (above), I followed with extreme tactics.	9	5.0	5.0	5.0	4.6	4.0	4.3	4.65
10) When I began to make concessions and move toward agreement, my opponent did the same.	10	5.2	5.4	5.3	4.4	5.0	4.7	5.0
11) When my opponent began to make concessions and move toward agreement, I did the same.	11	5.2	5.0	5.1	5.2	5.2	5.2	5.15
12) I clearly understood, for the most part, what my opponent was trying to do . . .	12	4.8	5.2	5.0	4.8	4.8	4.8	4.9
13) My opponent seemed to clearly understand, for the most part, what I was trying to do . . .	13	4.0	5.0	4.5	4.6	4.6	4.6	4.55
14) I was trying to get my opponent to respond to each of my statements in a particular way.	14	6.6	5.2	5.9	5.4	3.2	4.3	5.1
15) I was successful in getting my opponent to respond . . . in a particular way.	15	4.2	4.6	4.4	4.0	3.4	3.7	4.05
16) My opponent was trying to get me to respond . . . in a particular way.	16	4.8	5.2	5.0	4.8	4.0	4.4	4.7
17) My opponent was successful in getting me to respond . . . in a particular way.	17	3.6	5.0	4.3	3.4	3.6	3.5	3.9
18) I evaluated each statement of my opponent for possible influences . . . to respond.	18	6.0	4.6	5.3	5.6	4.6	5.1	5.2
19) My opponent seemed to evaluate each of my statements . . . as to how to respond.	19	5.8	4.6	5.2	5.0	4.8	4.9	5.05
20) I felt that I was more successful in this negotiation.	20	4.4	4.0	4.2	4.0	3.6	3.8	4.0
21) I felt that I had a relative advantage in this negotiation. (Explain)	21	5.2	3.2	4.2	4.6	2.2	3.4	3.8
22) I was trying to discover my opponent's "bottom line" expectations . . . for settlement.	22	6.4	5.4	5.9	5.6	6.2	5.9	5.9
23) My opponent was trying to discover my "bottom line" expectations . . . for settlement.	23	5.6	5.2	5.4	5.6	5.0	5.3	5.35
24) I had a "bottom line" settlement point which I felt would be acceptable.	24	5.8	5.2	5.5	6.2	5.6	5.9	5.7

* Likert Scale
EQUIVALENCIES:

- 1 SD (Strongly Disagree)
- 2 MD (Moderately Disagree)
- 3 D (Disagree)
- 4 U (Uncertain)
- 5 A (Agree)
- 6 MA (Moderately Agree)
- 7 SA (Strongly Agree)

APPENDIX H

QUESTIONNAIRE RESULTS, ITEMS 1-24: STUDENTS

QUESTIONS (abbreviated)	QUESTION	5 Student Plaintiffs *							5 Student Defendants *						
		1	2	3	4	5	6	7	1	2	3	4	5	6	7
1) I consider myself to be skillful as a negotiator.	1	-	-	-	1	1	3	-	-	-	1	1	2	1	-
2) When I negotiate, I am able to achieve the outcomes I desire.	2	-	-	-	-	2	3	-	-	-	1	1	2	1	-
3) My negotiation skills were primarily self-taught through experience.	3	-	-	1	-	3	1	-	-	-	2	1	2	-	-
4) My negotiation skills were primarily learned through training in negot. & comm.	4	-	-	-	3	2	-	-	-	-	-	1	3	-	1
5) I usually follow a general "method" or strategy when I negotiate. (Explain)	5	-	2	-	-	1	1	1	-	1	-	-	3	1	-
6) During this negotiation, I followed a strategy. (Explain)	6	-	-	1	-	2	1	1	-	-	-	1	3	1	-
7) My opponent seemed to be following some sort of strategy. (Explain)	7	-	1	-	1	-	2	1	-	-	-	2	2	-	1
8) When I used extreme tactics (challenges, bluffs, etc.) my opponent did also.	8	-	2	-	-	2	1	-	-	-	1	1	2	-	1
9) When my opponent used extreme tactics (above), I followed with extreme tactics.	9	-	-	-	2	1	2	-	-	-	-	1	3	1	-
10) When I began to make concessions and move toward agreement, my opponent did the same.	10	-	1	-	-	1	2	1	-	-	-	-	4	-	1
11) When my opponent began to make concessions and move toward agreement, I did the same.	11	-	-	1	-	2	1	1	-	-	1	-	3	-	1
12) I clearly understood, for the most part, what my opponent was trying to do . . .	12	-	-	-	1	4	-	-	-	-	1	-	2	1	1
13) My opponent seemed to clearly understand, for the most part, what I was trying to do . . .	13	-	-	1	3	1	-	-	-	1	-	-	2	1	1
14) I was trying to get my opponent to respond to each of my statements in a particular way.	14	-	-	-	-	1	-	4	-	-	-	1	3	-	1
15) I was successful in getting my opponent to respond . . . in a particular way.	15	-	1	-	1	3	-	-	-	-	1	-	4	-	-
16) My opponent was trying to get me to respond . . . in a particular way.	16	-	-	1	-	3	1	-	-	-	-	-	4	1	-
17) My opponent was successful in getting me to respond . . . in a particular way.	17	-	-	2	3	-	-	-	-	-	-	2	1	2	-
18) I evaluated each statement of my opponent for possible influences . . . to respond.	18	-	-	-	-	2	1	2	-	-	1	-	4	-	-
19) My opponent seemed to evaluate each of my statements . . . as to how to respond.	19	-	-	-	1	1	1	2	-	1	-	-	3	1	-
20) I felt that I was more successful in this negotiation.	20	-	-	1	2	1	1	-	-	-	3	-	1	1	-
21) I felt that I had a relative advantage in this negotiation. (Explain)	21	-	1	-	-	1	2	1	1	-	2	1	1	-	-
22) I was trying to discover my opponent's "bottom line" expectations . . . for settlement.	22	-	-	-	1	-	-	4	-	-	-	-	4	-	1
23) My opponent was trying to discover my "bottom line" expectations . . . for settlement.	23	-	1	-	-	1	-	3	-	-	1	-	2	1	1
24) I had a "bottom line" settlement point which I felt would be acceptable.	24	-	-	-	1	1	1	2	-	-	-	-	4	1	-

* Likert Scale
EQUIVALENCIES:

- 1 SD (Strongly Disagree)
- 2 MD (Moderately Disagree)
- 3 D (Disagree)
- 4 U (Uncertain)
- 5 A (Agree)
- 6 MA (Moderately Agree)
- 7 SA (Strongly Agree)

APPENDIX I

QUESTIONNAIRE RESULTS, ITEMS 1-24: PROFESSIONALS

QUESTIONS (abbreviated)	QUESTION	5 Professional Plaintiffs *							5 Professional Defendants *						
		1	2	3	4	5	6	7	1	2	3	4	5	6	7
1) I consider myself to be skillful as a negotiator.	1	-	-	-	-	1	3	1	-	-	-	2	1	2	-
2) When I negotiate, I am able to achieve the outcomes I desire.	2	-	-	-	-	2	3	-	-	-	-	1	3	1	-
3) My negotiation skills were primarily self-taught through experience.	3	-	-	2	-	3	-	-	-	-	-	-	2	1	2
4) My negotiation skills were primarily learned through training in negot. & comm.	4	1	-	1	-	2	1	-	2	-	1	-	2	-	-
5) I usually follow a general "method" or strategy when I negotiate. (Explain)	5	-	1	-	-	3	-	1	1	-	-	2	2	-	-
6) During this negotiation, I followed a strategy. (Explain)	6	-	-	1	-	3	-	1	-	1	-	1	2	-	1
7) My opponent seemed to be following some sort of strategy. (Explain)	7	-	-	-	-	4	1	-	-	-	1	1	1	1	1
8) When I used extreme tactics (challenges, bluffs, etc.) my opponent did also.	8	-	-	-	1	4	-	-	-	2	1	1	1	-	-
9) When my opponent used extreme tactics (above), I followed with extreme tactics.	9	-	-	-	2	3	-	-	-	1	-	2	2	-	-
10) When I began to make concessions and move toward agreement, my opponent did the same.	10	-	-	2	-	2	1	-	-	-	1	-	3	-	1
11) When my opponent began to make concessions and move toward agreement, I did the same.	11	-	-	-	-	4	1	-	-	-	1	-	2	1	1
12) I clearly understood, for the most part, what my opponent was trying to do . . .	12	-	-	1	-	3	1	-	-	-	1	1	1	2	-
13) My opponent seemed to clearly understand, for the most part, what I was trying to do . . .	13	-	-	1	-	4	-	-	-	-	1	1	2	1	-
14) I was trying to get my opponent to respond to each of my statements in a particular way.	14	-	-	-	-	3	2	-	-	1	3	-	1	-	-
15) I was successful in getting my opponent to respond . . . in a particular way.	15	-	-	3	1	-	-	1	-	1	2	1	1	-	-
16) My opponent was trying to get me to respond . . . in a particular way.	16	-	-	-	2	2	1	-	-	-	1	3	1	-	-
17) My opponent was successful in getting me to respond . . . in a particular way.	17	-	1	2	1	1	-	-	-	-	2	3	-	-	-
18) I evaluated each statement of my opponent for possible influences . . . to respond.	18	-	-	1	-	1	1	2	-	-	2	-	1	2	-
19) My opponent seemed to evaluate each of my statements . . . as to how to respond.	19	-	-	1	-	3	-	1	-	-	-	2	2	1	-
20) I felt that I was more successful in this negotiation.	20	-	-	1	3	1	-	-	-	-	2	3	-	-	-
21) I felt that I had a relative advantage in this negotiation. (Explain)	21	-	-	1	1	2	1	-	2	-	3	-	-	-	-
22) I was trying to discover my opponent's "bottom line" expectations . . . for settlement.	22	-	-	-	-	3	1	1	-	-	-	-	1	2	2
23) My opponent was trying to discover my "bottom line" expectations . . . for settlement.	23	-	-	-	-	3	1	1	-	-	1	2	-	-	2
24) I had a "bottom line" settlement point which I felt would be acceptable.	24	-	-	-	-	2	-	3	-	-	1	-	1	1	2

* Likert Scale
EQUIVALENCIES:

- 1 SD (Strongly Disagree)
- 2 MD (Moderately Disagree)
- 3 D (Disagree)
- 4 U (Uncertain)
- 5 A (Agree)
- 6 MA (Moderately Agree)
- 7 SA (Strongly Agree)

APPENDIX J

QUESTIONNAIRE RESULTS, ITEMS 25-27: STUDENTS

<u>QUESTIONS</u>	STUDENT PAIRS *									
	<u>P1</u>	<u>D1</u>	<u>P2</u>	<u>D2</u>	<u>P3</u>	<u>D3</u>	<u>P4</u>	<u>D4</u>	<u>P5</u>	<u>D5</u>
#25. I felt that, for the most part in this negotiation, I was:										
a) attacking my opponent's statements & position,			X		X	X				
b) defending my own position,				X			X	X		
c) making concessions to move toward agreement.	X	X		X		X			X	X
#26. I felt that, for the most part in this negotiation, my opponent was:										
a) attacking my statements & position,										X
b) defending his/her own position,			X	X	X	X	X	X		
c) making concessions to move toward agreement.	X	X							X	
#27. Overall, I felt this negotiation was more:										
a) cooperative,		X							X	X
b) competitive,			X			X	X	X		
c) both.	X			X	X					

* P = Plaintiff
D = Defendant

APPENDIX K

QUESTIONNAIRE RESULTS, ITEMS 25-27: PROFESSIONALS

QUESTIONS	PROFESSIONAL PAIRS *									
	<u>P1</u>	<u>D1</u>	<u>P2</u>	<u>D2</u>	<u>P3</u>	<u>D3</u>	<u>P4</u>	<u>D4</u>	<u>P5</u>	<u>D5</u>
#25. I felt that, for the most part in this negotiation, I was:										
a) attacking my opponent's statements & position,	X	X				X	X	X		
b) defending my own position,			X	X						
c) making concessions to move toward agreement.					X		X		X	X
#26. I felt that, for the most part in this negotiation, my opponent was:										
a) attacking my statements & position,		X	X	X	X					
b) defending his/her own position,	X					X	X	X	X	
c) making concessions to move toward agreement.							X			X
#27. Overall, I felt this negotiation was more:										
a) cooperative,								X		X
b) competitive,			X	X	X	X				
c) both.	X	X					X			X

* P = Plaintiff
D = Defendant

APPENDIX L

TRANSCRIPT AND DATA FROM STUDENT NEGOTIATION V

To exemplify the types of data collected from each of the ten cases, all raw data from student negotiation V is included in this appendix. This case was selected because of the optimal outcome, elements of both distributive and bargaining, and relatively clear and straightforward interaction and interview commentary.

Data is included relative to each instrument used for collection, and is explained as necessary.

Transcript of Negotiation and CodingsExplanation

What follows are the actual utterances by the plaintiff (P) and defendant (D), enumerated sequentially with the plaintiff in the odd numbers and the defendant even-numbered. Statements 1 and 2 were not coded since they merely served to "set up" the negotiation. However, the remaining utterances were coded by the observer in accordance with Donohue's (1981a) coding scheme, shown in figure form on page 29 and further explained in chapter 2. The participants' codings were only of the general tactic involved--attacks (A), defenses (D), or regressions (R). Unless otherwise indicated, subjects tended to label each utterance as only one type of tactic for the response and cue functions, so only one column is needed. (In other cases, the distinction is noted by a slash mark between the response and cue tactics, such as A/D).

Transcript and Codings

	OBSERVER CODINGS:		PLAINTIFF codings	DEFENDANT codings
	Response function	Cue function		
1P. Hi. (laughter).	-	-	-	-
2D. We should probably get started. (laughter).	-	-	-	-
3P. As you know, my client has suffered a medical disability as a result of the accident, okay? We propose this will be a loss to him, affecting him in his career, also in his companionship due to the loss of his fiancée, the medical expenses, and also the pain and suffering that he's gone through. And for these reasons we're asking for the stated amount of \$5.5 million.	2A	3A	A	A

	OBSERVER CODINGS:		PLAINTIFF codings		DEFENDANT codings	
	Response function	Cue function				
4D. Well, we also have the concern that possibly, well, of course we are negligent, but that possibly, the court would find that you are also negligent and so you wouldn't get all the damages that you're asking for.	3D	4A	D	D/R		
5P. According to the report, though, the visibility on the road was not impaired at all. The driver could easily see the car parked there, on the side of the road. The only negligence could possibly be in the fact that he didn't have his flashing lights on so they didn't see him when he was off the road.	4D	5D	D	A		
6D. There's the possibility that the client will be able to work.	1A	6D	D	R		
7P. Yeah, there is that possibility.	3D	6D	D	R		
8D. And the court would probably take that into consideration.	4D	2A	A	D		
9P. Yeah, but he couldn't possibly have the satisfaction of what he had--he'll never be able to play the viola again, no matter how much money they give him. (pause) You may be interested in the justification of why we're asking for this kind of settlement.	4D	6D	A	A		
10D. Okay, the \$250,000--that's medical expenses, right?	3D	6D	cl*	cl		
11P. Mmmmm. Up to this point. But every day for the rest of his life there will be medical expenses. You can't expect someone to take care of him forever. What kind of settlement were you thinking of?	3D	6D	D	A		
12D. Well, of course to take care of expenses, and-- what is it broken down into?	5D	6D	D	cl		
13P. Um, loss of career and income, loss of companionship, medical expenses, both past and future, and pain and suffering. That's all of it.	5D	6D	A	A		
14D. Um, for loss of companionship, there wouldn't be any damages because of death.	4D	5D	D	D		
15P. Yeah, but there would still be psychological damages. He obviously won't be able to forget about that individual for the rest of his life. He's definitely going to have some psychological effects on him after this accident.	1A	1A	A	A		

*cl="clarification" (see p. 124).

	OBS.	Resp.	Cue	PLTF.	DFDT.
16D. Um, what if we would take care of his medical expenses? And we would give you medical expenses over the next 50 years?	6R	7R		R	R
17P. 60 years. That would have to be indefinite for the rest of his life. I mean, who wants to live to be 80 years old and not have enough money for your medical expenses? He needs that.	4D	5D		A	A
18D. What if we would give him like \$20,000 per year for medical expenses?	6R	7R		R	R
19P. We don't feel that's enough. We think to live in a home he'd need \$50,000 a year.	4D	5D		D/R	A
20D. \$50,000 a year?	4D	5D		D	A
21P. For medical care, and that would include having a live-in nurse for my client, for approximately 60 years.	5D	6D		D	D
22D. So that would be how much?	c1	c1		R	c1
23P. \$3 million. That doesn't include the pain and suffering, or loss of income, or any other losses we feel he has had.	5D	3A		D	c1
24D. Specifically?	c1	c1		c1	c1
25P. Loss of future career. He was promised a position in the Boston Symphony.	5D	6D		D	A
26D. Of course, that's not for sure. And there's also a possibility he'll be able to do future work.	4D	5D		A	D
27P. But not using his hands.	4D	5D		D	A
28D. But we can't be expected to pay for all his expenses and all his income for the rest of his life.	4D	5D		D	D
29P. Well, a professional viola player needs the use of his hands.	4D	6D		D	D
30D. But he could probably still teach.	4D	6D		D	D
31P. Probably. But we feel there should be some compensation in that area; on top of the \$3 million that would be used for his medical expenses, \$2.5 million is what we're asking for in those other areas.	3D	3A		A	D
32D. Of course you realize that the court will not put you in a better position, if you have to go to court, than you were in previously.	1A	2A		D/A	A
33P. That's possible. (pause)	6R	6D		R	R
34D. So you want \$3 million for medical expenses--is that what you're asking? And you're also asking--	c1	6D		A	c1
35P. For \$2.5 million beyond that. How do you feel about the \$3 million, for covering, you know, hospital and medical bills?	5D	3A		R	c1
36D. Well, we can't go quite \$50,000 per year--that's what you're asking. We can't go that high. If it's that high we'll just have to go to court because we can't go that high. (pause) Like I was	4D	2A		D/R	D

	OBS.	Resp.	Cue	PLTF.	DFDT.
36D. (cont.) saying, we were thinking more like \$20,000 a year, for expenses.					
37P. 50 years, or 60?	c1	c1	c1	c1	c1
38D. Well, we were thinking more like 50.	5D	6D	c1	D	
39P. You were thinking like a million to a million and a half?	c1	c1	c1	c1	c1
40D. Yeah.	5D	6D	R	c1	
41P. Well . . . (laughter)	8R	8R	c1	c1	
42D. And then of course, that and the \$250,000 for the medical expenses added to that. (pause)	5D	6D	c1	c1	
43P. Has the company considered the fact that the publicity of this is going to follow them through a jury trial if it's lengthy, and hurt?	1A	2A	A	A	
44D. Yeah, like I said, we'd like to settle.	6R	6D	R	R	
45P. You'd incur a loss much higher then.	4D	2A	R	A	
46D. Possibly, but then we would also possibly come out better.	3D	4A	D	D	
47P. And all our guy has to do is wait---just wait and get a better settlement. You know it's really going to hurt your Dairy Company and could hurt them if this goes longer.	4D	2A	D	A	
48D. But then again, you could possibly not get all the damages that you want, too.	3D	4A	D	D	
49P. What would you like for an overall package to cover all the losses and take care of it?	c1	c1	A	c1	
50D. Well, like I said, the \$1.2 million for medical, plus the 250,000 or like \$1.5 million? (pause) And the \$20,000 is what we had an estimate from a care facility. I don't think there's any possibility of the court giving you the \$50,000 because that would put him in better shape than he was in before the accident.	5D	3A	R/D	R/D	
51P. It would be very limiting for him to stay in a care facility at \$20,000 a year, because if he were to get a job someday like a professor or something in a university, that would be very difficult for him to be living in a care facility. He's going to have to have some kind of a private life. If he's going to teach, that would be out of the question. That's why we're asking for \$50,000 a year. It's going to cost that much at least, besides paying the nurse. So I'd like to have you consider the \$50,000 figure.	4D	4A	D	D/A	
52D. What would you be willing to come down to?	3D	5D	R	R	
53P. On that one specific area?	c1	c1	c1	c1	
54D. Because we can't go 50, or we'll have to go to court.	4D	2A	D	D/A	
55P. I can come down to \$30,000 a year. I think we can maybe have some person be paid that, for 60 years. (pause)	6R	7R	R	R	

	OBS.	Resp.	Cue	PLTF.	DFDT.
56D. \$1.8 million? (pause) Now have you checked into the cost of hiring someone? Because this doesn't necessarily have to be in a care facility; it could just be hiring somebody part-time.	4D	5D		D	D
57P. I just assumed you said that \$20,000 was from a care facility.	5D	6D		D	c1
58D. That's what I meant--we got those figures for a salary--it doesn't necessarily have to be in an institution.	4D	6D		D	D
59P. Well, I can compromise on that. \$2 million.	6R	7R		R	R
60D. Just for care?	4D	5D		A	c1
61P. Yeah, future care. But that includes more than just hiring of one person; and increasing costs and that kind of thing.	3D	6D		D	c1
62D. But you said just 60 years at \$30,000?	4D	5D		A	c1
63P. \$30,000.	5D	6D		c1	c1
64D. So that's \$1.8. (pause) What if we come up to, let's see, \$23,000?	6R	7R		c1	R
65P. No, that's the lowest I'm going to go on that.	4D	6D		D	A
66D. \$30,000?	c1	c1		c1	c1
67P. That's the most important. If nothing else, that's where we have to make sure that the man is taken care of for the rest of his life.	4D	6D		D	D
68D. And then what are you asking for in the other areas, then?	4D	5D		A	c1
69P. Since I've taken 1.2 million off that, I'll come down for a total to \$4.3.	6R	7R		R	R
70D. That's quite a bit for his occupation.	4D	5D		D	A
71P. We're asking for a settlement of \$4.3 now. (pause)	5D	3A		D	D
72D. Well, we could probably go up to \$25,000 a year for medical expenses. But overall, we can't go much higher than that--we'd have to see what we could get from the court.	6R	7R		R	R/D
73P. And that's your overall settlement?	4D	5D		c1	c1
74D. That's for the medical expenses.	5D	6D		c1	c1
75P. So that would give what for an overall settlement?	c1	c1		c1	c1
76D. That would be \$1.25 million for medical expenses, so we could give you like, \$2 million for that.	6R	7R		R	R
77P. You feel that psychological damages, loss of career, loss of companionship are only worth \$800,000?	4D	5D		D	A
78D. We feel that's enough.	3D	6D		D	D
79P. Don't you feel SORRY for him? (laughter) Put yourself in his place. I mean, going to court could change things.	1A	2A		D	D/A

	OBS.	Resp.	Cue	PLTF.	DFDT.
80D. For both of us. (pause) All right, okay. We would give you \$1.2 million for medical expenses and 1 million for the other.	3D	4A	R	R	
81P. \$2.2 million.	c1	c1	c1	c1	
82D. Because you know, if we go in there, you're asking for quite a sum, and the jury might not give you all the damages you want.	1A	2A	D	D	
83P. But juries are very sympathetic to these things. And we do have a film that the judge committed himself to for the jury, showing him playing the viola and then after that him paralyzed, doing something at the rehabilitation center. That's a very strong point, and there's no doubt the jury would feel sorry for that.	4D	6D	D	D	
84D. I know, but you're asking for quite a bit, because right now he's making only \$20,000 a year.	4D	5D	D	D/A	
85P. No objective person can honestly look at this and really not feel like this man should not be compensated for something. He's been totally paralyzed from this terrible accident.	4D	6D	D	A	
86D. But you're asking--he's making \$20,000 a year right now. And you take that for 60 years. . .	4D	5D	A	c1	
87P. But that's only a fraction of what he could make in the future.	4D	6D	D	A	
88D. But you can't make him better off in that particular area than he is right now. The court can't do that.	4D	5D	D	D	
89P. But there has to be some kind of an award--some kind of psychological compensation for that. \$2 million is a fair amount of money to be compensated for something like that.	4D	6D	D	D	
90D. So you've got the 1.2, that's what he's making now, for 60 years, and I've given you 25,000--the figure of 1.25 for his medical expenses, and we'll pay the 250,000. That comes out to \$2.7 million.	6R	7R	D	R	
91P. Okay, my last offer was \$4.2 or \$4.3. Um, I'll ignore the loss of companionship because I don't feel that's as strong a factor as the others are, and I'll come down a half a million on my last offer, to \$3.7.	6R	7R	R	R	
92D. So, how did you figure your 3.7?	c1	c1	c1	c1	
93P. Off the 4.2.	c1	c1	c1	c1	
94D. But that's figuring 1.2 million for medical expenses?	c1	c1	c1	A	
95P. Mmmmmm. I'm changing that figure.	c1	c1	c1	D	
96D. So, you're figuring \$25,000 for 60 years, or 50 years?	c1	c1	c1	c1	

	OBS.	Resp.	Cue	PLTF.	DFDT.
97P. 50 years. So I'm at 3.7 and you're at 2.7. We're dealing with a million dollars.		3D	6D	R	D
98D. What if we would split the difference for both of us? Because we're both feeling strongly on our points--the difference for both of us would probably be real good.		6R	7R	R	R
99P. I would agree. Observer verification: \$3.2 million is your final settlement? Answer by both parties: "Yes."		6R	7R	R	R

Negotiation Outcomes

Dollar Award: \$3.2 million.

Negotiation Length (Time): 27 minutes.

Negotiation Length (Utterances): Excluding the first two introductory remarks, there were 49 total utterances by the plaintiff and 48 total utterances by the defendant.

Utterance Coding Summary

Table 7 (page 98) illustrates the conversion of actual utterance totals to percentage for easier comparison between subjects. The following table provides the original numerical totals which were obtained before this conversion.

Response & Cue	PLAINTIFF'S UTTERANCES						DEFENDANT'S UTTERANCES					
	As coded by the:						As coded by the:					
	Plaintiff		Defendant		Observer		Plaintiff		Defendant		Observer	
TACTICS:	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue	Resp	Cue
ATTACK	8	8	17	19	4	11	8	9	4	6	3	11
DEFEND	22	21	11	9	30	24	19	18	18	17	30	25
REGRESS	9	10	7	7	7	6	11	11	11	10	8	6
CLARIF.	10	10	14	14	8	8	10	10	15	15	7	6
UNCERT.	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	49	49	49	49	49	49	48	48	48	48	48	48

Questionnaire Results

Although the questionnaire is reproduced in its entirety in appendix D (pp. 169-171), abbreviations of the questions are given here along with the responses of the plaintiff and defendant in this negotiation. Answers to the "Specific Information" section are recorded numerically in accordance with the following scale:

- 1 SD (Strongly Disagree)
- 2 MD (Moderately Disagree)
- 3 D (Disagree)
- 4 U (Uncertain)
- 5 A (Agree)
- 6 MA (Moderately Agree)
- 7 SA (Strongly Agree)

The subjects' written explanations are also given, in the instances where they were supplied.

	RESPONSES BY THE:	
<u>General Information</u>	<u>Plaintiff</u>	<u>Defendant</u>
I am:	Male	Female
My age group is:	18-22	18-22
My profession is:	Student	Student
Frequency of negotiation:		
In social/personal life:	Occasionally	Occasionally
(More active previously):	No	No
In business/occupation:	Daily	Rarely
(More active previously):	No	No

Specific Information

1) Negotiating skill level	4	4
2) Attaining outcomes	5	5
3) Self-taught skills	5	3
4) Learned skills	5	5
5) Strategy generally used	6	5
Plaintiff's comments: "In some way, however, it is never rigid in form or in a definite sequential pattern."		
Defendant's comments: "Start with a much lower figure than you expect to get."		
6) Strategy in this negotiation	6	6
Plaintiff's comments: "I explained my position and directed this toward achieving an outcome."		
Defendant's comments: "I wanted to start low but not too low."		
7) Opponent's strategy	6	7
Plaintiff's comments: "Yes, to attain a desired outcome, yet compromising at the end."		

	<u>Plaintiff</u>	<u>Defendant</u>
7) (continued)		
Defendant's comments: "Showing how we were definitely at fault, and then threatening about going to court."		
8) Opponent followed extreme tactics	2	5
9) I followed opponent's extremes	5	5
10) Opponent followed concessions	5	7
11) I followed opponent	5	7
12) I understood clearly	5	7
13) Opponent understood clearly	5	7
14) I tried to direct response	5	7
15) I succeeded	2	5
16) Opponent tried to direct response	6	5
17) Opponent succeeded	4	6
18) I looked for cues	7	5
19) Opponent looked for cues	7	5
20) I was more successful	6	3
21) I had an advantage	6	1
Plaintiff's comments: "Yes, because the defendant was negligent, yet would probably settle out-of-court."		
Defendant's comments: "We were clearly negligent and could have had to pay \$5.5 million because of punitive and compensatory damages."		
22) I sought "bottom lines"	7	7
23) Opponent sought "bottom lines"	7	7
24) I had a "bottom line"	7	6
25) I was primarily:	conceding	conceding
26) My opponent was primarily:	conceding	conceding
27) This negotiation was:	cooperative	cooperative

Coding Session Remarks

As explained in the procedures outlined in chapter 3, the participants' coding session took place one day after the actual negotiation. Using the numbered statements on the transcription as a guide (odd numbers=plaintiff; even numbers=defendant), the researcher asked subjects to label each utterance as an attack, defense, and/or regression. Explanatory comments were encouraged, and the researcher frequently probed for additional explanation of the perceived intention of particular utterances.

The following data represents the actual commentary by first, the plaintiff, and second, the defendant, on the transcribed statements. The numbers correspond with those appearing on pages 180-186 of this appendix. Observer comments or probing questions are omitted for the sake of brevity.

Plaintiff's Coding Session Remarks

- 1 & 2) We were just starting.
- 3) I was attacking there because I stated the situation in the case and my position; I came out right away, as an introduction.
- 4) She's responding to my attack and showing her position; defending.
- 5) This was a response to what she said but yet I'm supporting my own reasoning. So I was defending my position.
- 6) She was attacking here because she was stating some new information and trying to strengthen her position against me.
- 7) Well, I was not totally agreeing with her. At most, I was ending that aspect of the conversation so we could move on to something else. I'd say I was defending there, because I was definitely not conceding anything to her.
- 8) That was still attacking, as a continuation of statement number 6. She was going on with the same point.
- 9) I was attacking here too, by giving more information.
- 10) That really wasn't a tactic of any sort. I'd say that was just trying to clarify things, to make sure we both understood clearly.
- 11) That was a defense--a justification of my calculations.
- 12) She was defending there also.
- 13) I was attacking here by getting more detailed as to why I feel the way I do, to get her to see my side on all of these things. I was trying to use an emotional appeal there about all of the things that he has to worry about because of the accident.
- 14) That comment was just a simple defense on that point.
- 15) I was still attacking there, because I was continuing the argument on the types of damages we would have to be concerned about. I was trying to stress that she couldn't forget about the long-term psychological damages.
- 16) She was regressing there--starting to concede a little bit by offering to take care of part of his expenses--at least the medical.
- 17) I was attacking again to go a little farther to get her to concede. I could see she went a little way, but I wanted her to go further, so I continued the attack.
- 18) She was regressing there because she gave me a definite dollar offer for a settlement.
- 19) I was defending there at first because I denied that it was enough money yet. But I was also regressing there because this was the first time I gave her a definite dollar figure out of the \$5.5 million total. I let her know I was reaching for some compromise.
- 20) She was being defensive here. No, it wasn't that she misunderstood me. She was trying to challenge me there.
- 21) I was being defensive by bringing up supportive material, and further explaining the basis for my demands by calculating the number of years and all.

- 22) She was regressing in getting me to give a figure; to see if I'd go within her acceptable range for the settlement. But she's not actually conceding yet, even though it looks like she's setting things up to be more agreeable later.
- 23) I'm defending there; clarifying my offer.
- 24) I don't know--maybe just simply clarifying things.
- 25) That was defending the basis for the request--that he lost out on the Boston Symphony position.
- 26) She was attacking me. She was denying the certainty of that position by saying that we didn't know for sure that he would get it. Kind of a "Let's not forget" remark.
- 27) I was defending myself against what she just said in that attack.
- 28) She was defending again.
- 29) I was defending again on my argument.
- 30) She was still defending on the same point again.
- 31) I was attacking because I introduced additional information and demands for the settlement.
- 32) She was defending against my previous attack, but also bringing up an attack to see what I would say. This was interesting because I was going to bring this point up too. Yes, I was surprised that she did this because I was going to, too. I didn't know what to say.
- 33) Since I didn't know what to say, I tried to shove her previous comment aside. I guess I was regressing because I had to agree with her to a certain extent.
- 34) She was attacking by challenging me there. Seemed to be implying that my figures were high.
- 35) I'm trying to concede on that too--we're coming closer and closer to an acceptable settlement figure. I was regressing by agreeing to lower figures.
- 36) She was defending at first because she said she couldn't go that high and so disagreed with the \$50,000. But she was coming closer too in her regressing, because she did move her figure or offer.
- 37) That was just clarification of the number of years involved.
- 38) Just clarifying the number of years again.
- 39) That was clarification too. I was coaxing her on that--was clarifying but a loaded question too, I guess.
- 40) That was a regression because it showed some agreement.
- 41) That really wasn't anything--maybe just clarifying.
- 42) That was slightly attacking--no, it was still clarifying the figures. That's all.
- 43) That was an attack again with the point about the adverse publicity that would occur. I felt better at this point about my negotiating. No, I didn't plan this argument, but I did just think about it after her statement in number 32 about the court and what they would do. You have to grab at anything in a negotiation to get what you want.

- 44) She was regressing. I think we both came to terms that we want to settle out of court, if possible.
- 45) I was actually regressing by agreeing with her there, although I said it in a defensive manner. She probably took it as both regressing and defending, but I meant it to be regressing.
- 46) She was just defending that although what I was saying might be true, things could go the opposite way too.
- 47) I was defending that all we had to do was to wait and see what would happen. I tried to defend my previous argument that they would be hurt worse than we would by waiting.
- 48) She was defending again, just like in number 46. The same point.
- 49) I was attacking her there to try to get her to give me a better offer. I was saying, "What do you want then?"
- 50) She was both regressing and defending. She regressed at first by giving me a lower figure--conceding a little bit. But she was still defending her position that the court wouldn't make my client any better off than he was before. So even though she came down with her offer, she still was trying to show that I should realize I couldn't get as much as I wanted.
- 51) I was defending my demands there, by arguing that he shouldn't have to stay in a care facility, and that he should have his own private life someday, especially if he wants to work. So I was explaining and defending the \$50,000 I was asking for.
- 52) She was regressing there in trying to get me to make an offer, like setting me up again.
- 53) I was asking a question as to what she was referring to--just clarifying. That's all.
- 54) Just defending why she couldn't go up to the \$50,000. No, it wasn't trying to threaten me or anything, but just explaining her position. It was common knowledge that she could just wait and go to court if she wanted to. That was no surprise.
- 55) I came down and made another offer. Regressing.
- 56) She was defending there. She was telling me why \$1.8 million was too high, and relating it to the cost of care. I think we both were trying to clarify there; we both thought the other had information on the cost of a nurse specifically, but neither of us did.
- 57) So I was defending my offer based on what I thought she had said.
- 58) She was defending too, on clearing up that argument.
- 59) I regressed there by coming down on my demands.
- 60) She was challenging there--attacking me. That was definitely not just clarifying what I said. She knew.
- 61) I was defending myself--supporting my request with arguments.
- 62) She was attacking again--still challenging me there too.
- 63) Just clarifying.
- 64) Just clarifying.
- 65) That was defensive--stating a definite position that I would stand on.
- 66) She was making sure about the amount by asking a question to clarify things.

- 67) Defensive. Just a reply defending my figure.
- 68) She was challenging me there, attacking.
- 69) I came down in my demands and so was conceding there. Regressing.
- 70) She must not have thought it was much of a concession, because she was defensive there against the amount.
- 71) I was defending myself--just stating my position.
- 72) She was regressing in that statement even though she was also stating her bottom line. She was definitely changing her figure.
- 73) That was just a question for clarification.
- 74) Also clarifying in answer to her question.
- 75) That was still a clarifying question. Just waiting for an answer.
- 76) She was making an offer for me; regressing by going higher than before.
- 77) I'm challenging her with that statement, but it's still just defensive in nature. I'm not trying to attack her there, but to mainly defend against the \$800,000 figure.
- 78) She was defensive back--that she thought it was enough.
- 79) I was defensive back too. Trying to use a little humor to see if she didn't feel sorry for my client too.
- 80) She regressed by giving me another concession in terms of offers.
- 81) That was just a clarification. No, it was not a challenge in any way.
- 82) She was defensive about the amount by reminding me of the courtroom and what would happen there.
- 83) I am defensive too about how the juries might react. I'm not trying to threaten her at all. I'm just using some supporting material behind what I asked for in damages. She knew that was a strong point, and I was reminding her.
- 84) She was being defensive and saying that was quite a bit to ask.
- 85) I was defensive and giving reasons why he should get the money.
- 86) She's attacking by challenging me with that statement. She was implying that the figure was too high, and maybe being sarcastic with the comment about 60 years.
- 87) I'm defending back.
- 88) She's defending her argument too. Back to a previous argument again, so still defending.
- 89) I'm defending again on the reasonability of my request.
- 90) She's defending her position and just culminating all the stuff she has given so far--clarifying on it too. Trying to show that she has been reasonable.
- 91) I regressed there because I made a new dollar offer.
- 92) That was just asking how I figured my offer, so was clarifying.
- 93) That was clarifying--answering her question.
- 94) She was still trying to clarify how I figured.
- 95) That again was just clarification as to what I was doing. That's all it was.
- 96) Another clarification--question.
- 97) I'm implying an offer here, so it's a regression. Coming down on what I was asking for from her.

- 98) That was a regression in the form of a counteroffer settlement figure.
- 99) Another regression, because it showed final agreement as to a settlement figure.

Defendant's Coding Session Remarks

- 1) & 2) We were probably both a little nervous about getting started.
- 3) He was attacking because he's telling me what we did to his client. He was emphasizing that we were at fault.
- 4) I felt we were defending by saying that although there's a certain degree of truth to what he was saying, we still have to think about how the court can't make his client any better off than he was originally. But we were also regressing--we had a very weak case in this. I had to admit that.
- 5) He was attacking again, to try to emphasize that it was our fault. He was definitely trying to get that across.
- 6) I tried to defend by bringing up the possibility that he could work.
- 7) He was regressing--admitting what I just said.
- 8) I think that was defending on my part. No, maybe it was an attack? No, I think it was just defending that idea about how the court would consider that possibility. Just reminding him of that fact.
- 9) Attacking--saying that he wouldn't be able to play the viola again.
- 10) I was just trying to make sure I understood him right. Yeah, I was just clarifying things there.
- 11) He attacked by saying, "You can't expect someone to take care of him forever." And so he was asking what I was realistically thinking of for a settlement based on that fact.
- 12) Just another clarification, both my answer and question.
- 13) He's attacking because he's listing all the damages we caused. Again pressing the idea of our fault.
- 14) I was just defending the idea that companionship couldn't be included in the losses.
- 15) He's attacking by saying that he's still hurt--at least psychologically anyway. It's like it's our fault again.
- 16) I regressed because I was making our first offer to try to come together for a settlement.
- 17) He's attacking my 50 years because he hadn't made any offer before. He's acting like that isn't enough. He wants more.
- 18) I regressed because I made another offer.
- 19) He attacked again. That's not enough.
- 20) I was attacking. No, I wasn't just clarifying things--I was challenging him. I couldn't believe he was asking for \$50,000.
- 21) He was defending the basis for his figure, explaining the reasons behind it.
- 22) That was just clarifying the amount.
- 23) He answered me. Just clarifying, not an attack or anything.

- 24) I needed to know specifically about the "other losses." So I just asked. Just clarification.
- 25) That was kinda attacking, because he's clarifying and pointing out the loss of his future career and position in the symphony-- how bad off he is.
- 26) I was defending that the job with the symphony wasn't for sure. I tried to remind him of the possibility of working.
- 27) He was attacking my defense, that he couldn't use his hands.
- 28) I defended why we shouldn't have to pay for everything.
- 29) He defended why we should because of the problem with his hands.
- 30) We're still going back and forth on that. I defended.
- 31) He defended why he still felt he should get damages for that. Maybe he regressed because he's giving me his figures? I didn't feel he was attacking because he was clarifying the amount he was asking for and why. Neither of us had given a figure yet, so he wasn't really attacking or regressing. I guess defending.
- 32) I was attacking his figure, making a threat to make him think he really couldn't get that much from the court. I had to do that, otherwise we didn't have a case to argue.
- 33) That was regressing, saying "Yeah, that's possible." It was showing agreement with me.
- 34) The next two were just clarifying the amounts. No, they weren't attacks or anything. We were being friendly and not really challenging one another.
- 35) Clarifying.
- 36) I was defending why we couldn't go as high as the \$50,000 a year. Just explaining our reasons.
- 37) He wanted me to clarify the number of years.
- 38) That was defending the 50 years.
- 39) I don't remember exactly how he said that, but I think he was just clarifying and kinda asking, "Okay, what's your figure?"
- 40) I was just clarifying it.
- 41) That was nothing, just starting to clarify things.
- 42) I explained a little further. Just clarifying it.
- 43) He attacked for sure because he used that court threat again, about what the cost would be. I already knew that publicity might be a problem, so it didn't bother me. I kinda expected it.
- 44) I admitted it. Regression.
- 45) He was back to the threat again. Attacking.
- 46) I had to defend that it might not be so bad too.
- 47) He was attacking again. Yeah, this seemed to be his tactic, to keep bringing up the idea of waiting to go to court. He was trying to frighten me with it.
- 48) I was defending. Like our arguments before.
- 49) Clarification, really.
- 50) I was regressing with the \$1.5 million because I was giving in somewhat. But I was defending my offer against his first amount, \$50,000 and saying that he should accept it, that it was a good settlement.
- 51) He was defending his request at first. He was saying that they

- needed the money, and gave his reasons. Then he was attacking my offer and warning me that what I just said wasn't necessarily true and that they would need that money so I'd better remember that.
- 52) I was regressing. I was hinting that if he'd come down, we might think about it too. Trying to get him to come down.
 - 53) He was just asking me to clarify that area. A question.
 - 54) I was defending my offer and why we couldn't come down, but when I mentioned going to court I was attacking him with a threat. I wanted him to know we could threaten too.
 - 55) He was regressing. He came down right away.
 - 56) I was defending my statement about the care facility and the \$20,000 I gave before. I really was trying to defend my point more than attacking or challenging his new figure.
 - 57) That was to clarify again.
 - 58) I defended my figures and how I got them.
 - 59) He regressed down to \$2 million on that.
 - 60) These next few were just clearing things up. He said \$2 million so I had to ask what for.
 - 61) He was just explaining it, clarifying. I don't think he was trying to mean anything more than that, other than just clarifying his figure.
 - 62) I just wanted him to clarify. That's all.
 - 63) He answered. Clarifying.
 - 64) Now I regressed because I came up on my offer.
 - 65) He was attacking me because he said that was as low as he would go. I'm sure he was attacking.
 - 66) I was just questioning. Clarifying.
 - 67) He was defending there--just giving his reasons for needing it.
 - 68) I just asked him a question about the other areas. Just clarifying again. I said it nicely--I didn't attack him.
 - 69) He regressed. He came down again. That was nice!
 - 70) I'm attacking his offer, saying that it's too much.
 - 71) He's defending his previous amount.
 - 72) I regressed at first by saying we could go to \$25,000 a year for medical expenses. But I was also defending myself because I wanted him to know we couldn't go any further than that.
 - 73) He wasn't challenging; he was just checking with me on whether that was my total amount. Just clarifying.
 - 74) I explained that it was just for the medical. Clarifying.
 - 75) He wanted me to give a total, to just clarify the amount overall.
 - 76) I was actually regressing here, because I gave him another offer and it was lower than the ones before.
 - 77) He's attacking my offer, that it wasn't enough.
 - 78) I was defending that I thought it was.
 - 79) That's both defending and attacking. It's defending why we should feel sorry for his client, but he's attacking again by throwing in the threat of how going to court could really change things.
 - 80) I regressed because I gave him another offer, coming up closer.
 - 81) That was just clarifying because he added it together for a total.

- 82) I was defending the amount I offered and why I didn't go any higher.
- 83) He was defending his "threat" he made earlier. Just explaining why that was a strong point.
- 84) That's defending and attacking again. Defending my offer, and attacking his at the same time.
- 85) He's attacking my defense. He wanted me to feel guilty here, and he wanted me to do this earlier, like in number 79, "Don't you feel sorry for him?" He was being nice about it, though.
- 86) Just clarifying on the figures.
- 87) He's attacking my statement--the amounts versus what he could make in the future. Saying I'm wrong.
- 88) I'm defending my position and offer, based on the argument that I made before--you can't make a person better off than they were before. Reminding him of that, so it wasn't really an attack. Just saying he can't really expect to get that much.
- 89) He's defending his amount, why it is fair.
- 90) That was regressing--a new offer by me.
- 91) He was regressing, giving in and making a new offer. I really didn't think loss of companionship was that important. I didn't think he'd get damages anyway, and that he just threw it in, figuring that I would think he'd get something for it. He was using it to try to make me think he was really giving up something by coming down. Kinda like a "good guy" tactic.
- 92) Just a question. How did he figure it? Clarifying.
- 93) Clarifying, just answering.
- 94) I was attacking because I was challenging him on the medical expenses; that it was probably too high.
- 95) He defended it, that he was changing it.
- 96) Just clarifying what he was asking for, exactly. Just a question.
- 97) He was defending, like saying, "Come on, we're only at a \$1 million difference." He was trying to make me feel that it wasn't worth going to court over.
- 98) I regressed by offering to split the difference for both of us.
- 99) He regressed too when he agreed. I really was somewhat surprised when he settled so fast. I really didn't think he would so fast.

Interview Question Results

The following data resulted from the interview questions asked of the subjects after the coding session. The question numbers and abbreviated inquiries here correspond to those found on pp. 173-175 (appendix F). Again, the interviewer used probing questions as necessary to stimulate responses or clarification.

Plaintiff's Responses

- 1) WHO WON: Well, I felt it went very well for both sides because we really trusted one another, and I think she felt that way too. So it worked well. I felt pressured by my information to settle because my client really needed the money. I went below \$4 million because of the way my information was specifically worded, that \$4 million would be "an incredibly good" settlement and so I could go beyond that amount.

Also, she seemed to be negotiating in good faith. We didn't negotiate against each other before, but we were partners once, during the first week of class. I did most of the negotiating then, showing her what to do. We got along really good then and it made me feel like she was a nice person. I mean, I felt like I could trust her and I did. I did wonder, when she was so willing to settle at the end, if she was getting a little bit better deal from her information. But I still did trust her that it wasn't so bad. I didn't think she would really try to take advantage of me, or anything.

I guess I just think we both got a good deal, so we both won.

- 2) WHO ATTACKED, DEFENDED, &/OR REGRESSED: I did more of the attacking just because I was on the plaintiff's side. I was prosecuting her because of my position. And I didn't have anything to have to defend. So she had to do more of the defending just because of her position. I thought that we both regressed. It was balanced. I had the incentive to concede because my client needed the money now, and also, there was the cost of going to trial to think about. So we both had something to make us concede together. No matter what, though, I always felt we would get a good agreement. I was confident of that.
- 3) YOUR STATEMENTS YOUR OPPONENT CLEARLY UNDERSTOOD: Well, whenever I said that we could just wait and go to court, or that the jury in court would be sympathetic, she knew what I meant. I think we both very clearly wanted to settle out of court. And her responses when I talked about going to court showed that she knew what I meant right away. (References to specific utterances: #43, 45, 79, 83, and 85). I also think that when I said it was their fault, she knew what I meant. She didn't come right out and admit it, but she knew her client was clearly negligent. So after I referred to that at first (utterances #3 and 5), I really didn't have to emphasize it any more.
- 4) YOUR STATEMENTS YOUR OPPONENT MISUNDERSTOOD: I can't really think of anything she really misunderstood.
- 5) YOUR OPPONENT'S STATEMENTS YOU CLEARLY UNDERSTOOD: Again, we both clearly wanted to settle out of court. I felt like, even

though she or I never did say it, she knew how important it was that I settle out of court. She knew it was really important or she wouldn't have pressed it. (References to utterances #4, 32, 36, 44, 46, 82, and 88). She knew that was counterproductive for my side, and so she tried to use that argument repeatedly.

I was also pretty sure about her offers. We both seemed very sure, overall. I really thought that we were both very clear; we understood one another and really communicated well.

- 6) YOUR OPPONENT'S STATEMENTS YOU MISUNDERSTOOD: (Reference to utterance #56). I wasn't real sure about her comments on the cost of a nurse and the cost of care in a facility. I wasn't exactly sure what she meant, or how she got that, as I indicated in #57. And like I said, when she settled so quickly at the end I did wonder a little bit if she was getting a better deal. But I trusted her enough that I didn't really think she would try to take advantage of me, or anything. I can't think of anything else I misunderstood. It was pretty clear.
- 7) YOUR SUCCESSFUL/PRODUCTIVE STATEMENTS: As I said, all of my suggestions reminding her about going to court. (#43, 45, 79, 83, and 85). We both placed such a premium on it. If we hadn't, we couldn't have settled. And at the end, when I started how close we were (utterance #97), it made it seem like we came so far and so it sped things up, tying it all together. And really, we both made equal tradeoffs on concessions or regressions. It wasn't one-sided at all. So we both helped get a settlement that was fair.
- 8) YOUR LEAST SUCCESSFUL/PRODUCTIVE STATEMENTS: I don't know; I can't really think of any. I just thought it went very well. We both cooperated and didn't try to pull any tricks or anything.
- 9) YOUR OPPONENT'S SUCCESSFUL/PRODUCTIVE STATEMENTS: She also kept reminding about going to court. (#4, 32, 36, 44, 46, 82, and 88). Like I said, we both kept reminding each other. She really helped get a settlement when at the end (utterance #98) when she offered to "split the difference" between us. That showed that she wanted to be fair to both of us. Oh yeah, like I said, we both traded off pretty equally in moving up or down in our concessions. So it helped when she would agree to make another offer too.
- 10) YOUR OPPONENT'S LEAST SUCCESSFUL/PRODUCTIVE STATEMENTS: None. I really held a lot of trust in her. She sits across the room in class from me, and she looks like a trusting person. So I felt that way in the negotiation and she didn't make me think otherwise. I just thought it was all pretty clear; good communication.

- 11) INTERPRETATION: I still interpret things pretty much the same. Not really very differently at all.

Defendant's Responses

- 1) WHO WON: I think he came out better money-wise because he agreed so easily (uneasy laugh). I did think I held my own pretty good under the circumstances of the case and all, so I really didn't do that bad, but I think he got what he wanted. He agreed so easily.
- 2) WHO ATTACKED, DEFENDED, &/OR REGRESSED: Well, I obviously made more regressing moves and I was aware of it throughout the negotiation. But the reason was that I didn't have anything to hold over him. We both knew my client was at fault, and he reminded me of that with his attacks. So he was doing more attacking and I had to do more defending. And regressing. I think he did better negotiating, although he didn't make as many offers. I had to make more.
- 3) YOUR STATEMENTS YOUR OPPONENT CLEARLY UNDERSTOOD: I think we mainly understood one another; the only confusion was maybe over the figures. He definitely understood my reference about how the court couldn't make him any better off than he was before. (Utterances #32 and 34). That was my only strategy--otherwise we were clearly negligent and I think he knew that too. I did think he'd question me more on that, but he must have been negotiating out of court for the same reason--that he wouldn't necessarily do any better with a jury award.
- 4) YOUR STATEMENTS YOUR OPPONENT MISUNDERSTOOD: We both had a few problems with the figures sometimes. We didn't have them broken down so we had to stop and clarify sometimes. But we got that straightened out. I don't think there was anything else that was unclear, really.
- 5) YOUR OPPONENT'S STATEMENTS YOU CLEARLY UNDERSTOOD: I already mentioned that we both realized the other was trying to keep referring to going to court. He did the same thing I did. (References to #43, 45, 79, 83, 85). That's why he kept mentioning it again. When he said, "Don't you feel sorry for him," (#89, 95), I understood his intent there! He wanted me to feel guilty. That would make me give a better settlement to him. And I clearly understood that he wanted me to remember we were clearly negligent--he kept holding that over my head, that the court probably would make a good award because of that.
- 6) YOUR OPPONENT'S STATEMENTS YOU MISUNDERSTOOD: He also didn't break down his figures sometimes and so we had to make it more clear. I think I mostly understood him, but I did wonder about

why he settled so quickly at the end. I wondered what his information said, and whether he would have been willing to go a lot lower. It just seemed like he probably was getting a good deal.

- 7) YOUR SUCCESSFUL/PRODUCTIVE STATEMENTS: I guess I have to say the reminders about going to court since we both thought it was something to be avoided. (Utterances #4, 32, 36, 44, 46, 82, and 88). I think it helped a lot when I reminded him. Kept the negotiation moving along and encouraged him to make concessions too. I also think it was helpful that I didn't start too low with my offers. I didn't want to seem ridiculous and "turn him off" or anything. So I didn't say "no way" to his requests. And I think that my concessions helped a lot--we both did pretty good except for a little while when I made more concessions than he did and he didn't come back. But I guess that still helped us reach a settlement. (No identification of specific utterances).
- 8) YOUR LEAST SUCCESSFUL/PRODUCTIVE STATEMENTS: I think this was a problem for both of us, not just me. We both took too long--we should have gotten to making concessions earlier in the negotiation. We both did a lot of hem-hawing around, too. Why? Well, because I wanted to end up with \$2.5 million like my information said I should try for, but his asking \$5.5 million at the start was what made me think I shouldn't start too low and should be reasonable.
- 9) YOUR OPPONENT'S SUCCESSFUL/PRODUCTIVE STATEMENTS: The same as I said for me--he kept talking about going to court. (Utterances #43, 45, 79, 83, 85). He knew I wanted to avoid going to court too and so that was helpful. I don't know; I guess that we were both pretty good about making concessions fairly. I felt like I made more than he did, but he came down on his demands too so that was helpful to reaching settlement.
- 10) YOUR OPPONENT'S LEAST SUCCESSFUL/PRODUCTIVE STATEMENTS: I still think it was the same thing--we both took too long to get going. I can't think of anything else, really. He knew what he was doing, and he knew what I was doing too.
- 11) INTERPRETATION: I guess I still see things pretty much the same. I wouldn't change it much.

Observed Behaviors

Since an audiotape cannot record nonverbal and other such behaviors, the observer attempted to take note of significant actions by either negotiator, including the general demeanor of the negotiation. The following descriptions are obviously generalizations,

but should be mentioned since they are included in the observer's notes from the negotiation sessions.

In this negotiation, both parties were very softspoken. At no point in time did either raise their voice, or cut one another off during sentences. Rather, both patiently and apparently respectfully listened to what the other had to say before commenting or questioning. Both tended to take their time to think of how they intended to respond to the previous statements of their opponent. This was especially true at the outset of the negotiation, when there were a number of pauses between one person's remarks and the other's response. Sometimes these pauses would be accompanied by careful leafing through the pages of their confidential information, suggesting either some uncertainty about their facts, or a thoughtfulness in terms of carefully evaluating what to say next.

Both appeared to be relaxed and friendly. Both smiled at one another initially, and kept up the friendly tones of voice with which they started. After the negotiation, in speaking to the negotiators individually, both mentioned how they felt this negotiation went very well compared to other negotiations from their class in negotiation. Both independently expressed their enjoyment of this negotiation as compared to previous experiences in which their opponents appeared too concerned with attacking them rather than reaching the best possible settlement. And both indicated that they believed it is important to compromise.

Although this data was not formally collected through any of the questionnaires or the normal interview procedures, it certainly assisted the researcher in drawing conclusions about such matters as level of coorientation and whether participants were interacting in a distributive or integrative mode.