Tuesday, May 17
8:30–10:00 am

501 Negotiation Skills A-Z

General Session

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NEGOTIATION AND CONFLICT RESOLUTION FOR LAWYERS

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Chapter 4. Legal Negotiation & Settlement

A. Six Organizing Questions

1. As negotiators, are lawyers predictable . . . or not predicable?

2. Which are more effective, "cooperative" negotiators or "aggressive" negotiators?

3. How does one develop as a negotiator? By gaining more knowledge and skills? Or is it ultimately a question of character?

4. Is the negotiation process predictable . . . or not predictable?

5. If neither side moves, there will be no agreement. Therefore, the purpose of negotiation is to bring about movement. Question: Who should move?

6. Why are so many lawyers burned out and unfulfilled?

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B. In many respects, negotiation is a ritual process[1]

1. **The negotiation ritual is a *necessary means to the end* sought**[2]
2. **It *unfolds in predictable stages* over time**

   At the simplest level, negotiation consists of three stages (some accounts divide negotiation into four or five stages): [3]

<u>Beginning Stage</u> <u>Middle Stage</u> <u>Ending Stage</u>

3. **When you do it right, something sacred *may* happen**

   For example, if two sides are so angry with each other they hire lawyers to represent them, by definition, they are "in conflict." Such conflicts constitute a crisis in the life of the persons or organizations involved, and seriously interfere with the normal enjoyment of life. The parties need experienced professionals to help them exit successfully from the conflict.

   In my experience, there is always meaning in conflict. Usually, both sides have some fault in it and both sides have something to learn before they can get on with their lives.

4. **There are only two ways out of conflict:**

   Once the parties are in conflict, there are only two ways out. Both are ritual processes: negotiation (or mediation) or adjudication (trial or arbitration).

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[1] See Gerald R. Williams, *Negotiation as a Healing Process* (1996 J. Dispute Resolution 1) at pp. 25 ff.

[2] In other words, negotiation is an indirect method for achieving results that cannot be gotten by more direct means. Seeking a solution by indirect means requires patience, creativity, and imagination. It also invites the parties to see and to deal with one another as human beings, rather than as mere objects to be dictated to or commanded. We might say that parties in conflict are essentially seeking to compel one another to do something they don't want to do: the plaintiff seeks to force the defendant to admit responsibility for an alleged wrong and to provide appropriate relief, while the defendant hopes to persuade the plaintiff to forego the claim and terminate the lawsuit with prejudice. The most direct way for either side to obtain relief would be through physical force or some other immediately compelling device, the very things the legal system is designed to prevent. The legal system does so by engaging the disputants in *less direct alternatives* which have a cooling effect and allow them to move toward their respective goals "indirectly and *with a different timing*." James Hillman, *The Myth of Analysis: Three Essays in Archetypal Psychology* 75-76 (Harper Perennial 1972).

[3] See Appendix 5 on pp. 116 ff. below. The stages of the negotiation process are described further detail in Gerald R. Williams, *Legal Negotiation and Settlement* 70-89 (West 1983). Extensive treatment is in Charles B. Craver, *Effective Legal Negotiation and Settlement* 93-221 (4th ed., The Michie Co., 2001). Few things are more helpful to negotiators than a good working understanding of the stages of the negotiation process and the ability to talk convincingly about them with the other side. Especially in complex or volatile cases, negotiations are difficult enough without added confusion between the two sides about "where they are" in the process. Many negotiators fail or take far more time and money than necessary because of different expectations about timing and other essential "process" questions.

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(a) **Adjudication**. The parties hold to their positions and the plaintiff pursues the elaborate and public ritual of trial. Trial should be necessary only in extreme cases. Most cases can and should be resolved by negotiation.

(b) **Negotiation**. There are essentially three "kinds" or qualities of negotiated (or mediated) outcomes:

1. **Compromise and Settlement**

   As a matter of law, a settlement is not binding unless there is a "compromise" by each of the parties involved, meaning that each party must make some concession or must agree to accept something less (or to pay something more) than it originally sought in the litigation.

2. **A "business-like solution" or a "Win/Win" solution**, meaning

   a. The underlying interests and needs of the parties have been taken into account, and

   b. Potential joint gains have been discovered and distributed.

3. **Reconciliation or Transformation**[4]

The best way out is for *both sides to have a change of heart.*[5] With the help of their lawyers, both parties have the potential to learn more about their capacity to give consideration and respect for others[6] Unless they have a change of heart, one or both parties will continue to suffer the anger, frustration, hurt, blame, or other destructive emotions created by the conflict, possibly for the rest of their lives.

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[4] The concept of "renewal" as the goal in conflict resolution is probably as old as humankind and has been articulated in many different settings. The concept of lawyers as healers is supported by Professor James Gordon:

> Good lawyers must have the skills required for professional competence. But this is not enough. They must know how to carry the burdens of other people on their shoulders. They must know of pain, and how to help heal it. Lawyers can be healers. Like physicians, ministers, and other healers, lawyers are persons to whom people open up their innermost secrets when they have suffered or are threatened with serious injury. People go to them to be healed, to be made whole, and to regain control over their lives.

James D. Gordon III, *Law Review and the Modern Mind*, 33 Ariz. L. Rev. 265, 271 (1991). In practical terms, this potentially transformative process may fail more often than it succeeds. It typically requires conscious effort on the part of lawyers on both sides, to say nothing of the amenability of the clients, to succeed.

[5] See generally Gerald R. Williams, *Negotiation as a Healing Process* (1996 J. Dispute Resolution 1, 36-56. It is in conflicts that peoples' complexes, blind spots, and "shadow" attributes become manifest. S*ee* Calvin S. Hall and Vernon J. Nordby, *A Primer of Jungian Psychology* 33-54 (Penguin 1973).

[6] *See* Robert A. Baruch Bush, *Mediation and Adjudication: Dispute Resolution and Ideology*, 3 J. of Contemporary Leg. Issues 1 (1989) (introduces and explains these qualities and their social value).

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C. Five (psychological) Steps to Healing from Conflict

In resolving major conflicts or committing to future obligations, a client must typically move through the following stages (sometimes they may cycle through them several times):

1. **Denial**[7]

   "There is a deep-seated human desire *not* to be the one at fault, *not* to be the one who must change."[8]

2. **Acceptance**

   Acceptance involves the following elements:

   - Accept the possibility that I may be part of the problem
   - Even if I am wholly blameless, accept the possibility there is something I could do now to move the problem in the direction of an appropriate resolution.

3. **Willingness to make a sacrifice**[9]

   This requires me to be humble, willing to submit to the process. As anthropologists have observed, humility may not come until I have suffered some degree of "ritual mortification"

   If a client is in a serious conflict, what sorts of sacrifice may they need to make? Here are some possibilities:
   - pride
   - greed - the hope of obtaining a windfall or other undeserved benefit
   - envy of the possessions, luck, social position, etc., of another

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[7] Denial is almost a way of life for most of us who live in the industrialized countries. To take an obvious example, consider the question of human suffering outside of the United States. Despite the efforts of many organizations to raise our consciousness about the needs of peoples in less developed countries, we continue to ignore them. A recent "International Human Suffering Index" ranks 141 countries according to health, nutrition, poverty, education, and other basic aspects of human well being. These were measured in terms of "life expectancy, daily food supply, access to clean water, infant immunization, secondary-school enrollment, per capita income, inflation, communications technology, political freedom and civil rights." It concluded that "three-quarters of the world lives in countries where human suffering is the rule rather than the exception." Population Crisis Committee, *International Human Suffering Index 1987* <http://www.globalideasbank.org/BOV/BV-378.html> (accessed July 18, 2002).

We live not only in denial of the plight of persons outside our borders, we resistant acknowledging and responding to similar needs within our own countries. It is said that denial frees us of the responsibility of responding to the legitimate needs of others. When our state of denial is threatened, we tend to defend it with surprising energy and conviction. Perhaps the highest toll is exacted by our denial of our own humanity, as exemplified by our extreme denial of our own mortality. *See* Ernest Becker, *The Denial of Death* (Free Press 1973).

[8] James A. Hall, *The Jungian Experience: Analysis and Individuation* 17 (Inner City Books 1986) (emphasis added).

[9] This is a risky process this is because it calls for clients to change, to be willing to give up or to let go of something they presently value or something that goes against their self-interest as they presently define it. For this reason, people are right to be worried and cautious about entering into it.

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- arrogance - the belief that they are right and deserving; the other is wrong and undeserving
- vanity or conceit – their excessively opinion of their own abilities, worth, or qualities
- the possibility of "winning" and causing the other side to "lose"
- the possibility of "getting away with something"
- belief in their own infallibility
- their narcissistic needs (belief that the world exists to satisfy their personal wants and desires)
- their unwillingness to acknowledge or appreciate another's point of view
- their unwillingness to forgive another

4. Leaps of faith[10]

For our purposes, to make a leap of faith is to indicate a willingness to make a sacrifice in the hope of moving a conflict toward a meaningful and appropriate resolution. Here are some examples:

. I apologize[11]

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[10] If you have forgotten about leaps of faith, see *Field of Dreams* (Universal Studios 1989) (motion picture). In the psychological literature, Verana Kast explains leaps of faith as turning points: "Common to many different kinds of crisis is a turning point, where attitudes and behaviors must make way for change. It is at this moment, signaled by anxiety, even panic, that the creative leap is required." Verana Kast, *The Creative Leap: Psychological Transformation Through Crisis* (Douglas Whitcher trans., Chiron Publications 1990) (on the back cover).

[11] An apology is an important example of a leap of faith. It requires humility and the sacrifice of the illusion that one is perfect, and it is risky in the sense that an apology is admissible at trial and may be asserted as evidence of wrongdoing. *See* Hiroshi Wagatsuma & Arthur Rosett, *The Implications of Apology: Law and Culture in Japan and the United States*, 20 L. & Socy. Rev. 461 (1989); Ann J. Kellett, Comment, *Healing Angry Wounds: The Roles of Apology and Mediation in Disputes Between Physicians and Patients*, 1987 J. Dispute Res. 111, 113; Erin Ann O'Hara and Douglas Yarn, On Apology and Consilience, 77 Washington L. Rev. 1122 (2002).

Apology serves not only to benefit the person wronged, but the wrongdoer as well. People who commit offenses often feel a moral obligation to correct the wrong. *See* Stewart Macaulay & Elaine Walster, *Legal Structures and Restoring Equity* in *Law, Justice and the Individual in Society* 269 (June Louis Tapp & Felice J. Levine eds., Holt, Rinehart, and Winston 1977); *see generally* Elaine Walster, G. William Walster, & Ellen Berscheid, *Equity: Theory and Research* (Allyn & Bacon 1978) (showing there may be an underlying human need to make recompense for the wrongs or harms we inflict on others).

A paper I edited for publication suggests that, contrary to the fears of potential defendants and their insurers, courts are rather favorably disposed toward apologies and expressions of sympathy by alleged civil wrongdoers. Stated more accurately, the cases identified thus far show that while the expressions *are* admissible, trial courts and appellate courts are strongly *disinclined* to draw negative inferences from timely expressions of apology, regret, sympathy, etc., by defendants. If further research confirms this as a consistent judicial attitude, then lawyers, target defendants, and insurance companies can let go of some of their fears about negative connotations of apology. While it would be jaded and cynical for them to suggest that potential defendants ought to apologize when they don't actually regret or sympathize with the injured's situation, it would be an important step forward for lawyers and insurers to advise potential defendants that timely and sincere expressions of apology, sympathy, or regret are unlikely to work against them in the event of trial and, in fact, might actually work for them. At a minimum,

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. I am sorry that I was so accusatory when I talked with you.

I'm sorry I over-reacted; it only made things worse.

I forgive you.[12]

I hope that you can someday forgive me for my part in this conflict.[13]

(a) Caution: Leaps of faith are inherently risky.

They open us to danger, suspicion, or ridicule. Whenever one side to a conflict takes a step downward, in the direction of a less demanding or more understanding attitude, the other side has the option of using this as a pretext for stepping up their own demands.

Because lawyers have seen this very thing happen many times before, they naturally become wary of steps downward and find themselves trying to shield their clients from revealing things that might be used against them in this way.

This is good and bad. It is good that clients should refrain from making concessions when those concessions will be used against them. It is bad because both sides must make some steps in this direction or there will be no satisfactory settlement and no chance for reconciliation and mutual accord. Thus, the question is not *whether* to permit the client to make leaps of faith, but rather *when* and *under what circumstances* they should be made. To understand *when* to make concessions, lawyers must have understanding of the "stages" of the negotiation process and must also repeatedly monitor the other side's current attitudes, interests, needs, and expectations. As to the best circumstances for making concessions, one way is for the lawyers to speak with one another in terms of hypotheticals. For example, "this is only hypothetical, but what if my client were willing to do such-and-such, would that make a solution easier to find?"

(b) Mediation and leaps of faith.

Mediation has been called the "sleeping giant" of dispute resolution. Why is mediation seen as so powerful?

One important reason is that it facilitates leaps of faith. For example, for parties, the very act of agreeing to try mediation is a leap of faith, in that it evidences a

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evidence that a defendant offered a timely apology would seem to weigh strongly against any claim for punitive damages.

[12] On the importance of ultimately forgiving others, *see* Kenneth Cloke, *Mediation: Revenge and the Magic of Forgiveness* (Ctr. for Dispute Res. 1990); Sidney B. Simon & Suzanne Simon, *Forgiveness: How to Make Peace With Your Past and Get on With Your Life* (Warner 1990).

[13] In a recent brief article, John Bradshaw talks about 12-step programs and the importance of *seeking forgiveness* from those we've harmed. Bradshaw explains that, as a person progresses through the 12 steps, "she is asked, twice, to make lists of people she may have harmed and, where possible, to make amends to them -- to ask their forgiveness." John Bradshaw, *Spiritual Awakening in Recovery*, Lear's 50 (June 1992) (emphasis added). Why should the healing benefits of this process be limited to those who follow the 12 steps?

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willingness to accept something less than total victory, and for the proposing party, it risks the taunt from the other side that they "must have a weak case or they'd never be suggesting mediation in the first place."

Other benefits are that mediation permits the parties to each tell their side of the story. This often has a cathartic effect, helping disputants to let go of their anger and to begin searching for means of resolving the conflict.

It also permits each party to hear, often for the first time, the situation as it is seen by the other side. This helps each side realize there are two sides to every conflict, and that the other side may also have legitimate reasons for being so upset, defensive, vindictive, etc.

Most importantly, however, is the use of caucusing in which the mediator, after the initial session with all parties present, meets first with one side of the dispute, and then with the other side, and continues shuttling back and forth between them in an attempt to help the parties arrive at a solution.

Use of neutral third parties as go-betweens is a highly effective method for reducing the risk involved in leaps of faith.

Similarly, the high settlement rates of cooperative lawyers suggests that when there is sufficient trust between the lawyers, they are able to absorb some of the risk by testing various possibilities out on one another. Roger Fisher et al. have formalized this process in *Getting to Yes*, where they recommend the step of creating options, with the provision that both sides agree that this is "off the record" in the sense that neither side will attempt to hold the other to any of proposals made during the session.

5. Renewal (or reconciliation with accompanying healing from the conflict)[14]

In a prior article, I described renewal in these terms:

> "If the process works well enough, and both parties are willing to move by incremental leaps of faith in the direction of agreement, and if they seek in the process to fathom the underlying problems and address them by leaps of faith, the goal is two-fold: to reach a mutually acceptable solution[15] and to experience a change of heart, to be reconciled to one another, to feel renewed as human beings. This is the transformation objective; it is the goal or purpose of all ritual processes, whether it be theatre or court trial or graduation exercise or religious rite or negotiated settlement. It is to prepare the participant, those on whose

[14] Although it is not often mentioned in literature on legal negotiation, healing is becoming recognized as an objective in mediation. *See* Leonard L. Riskin, *Toward New Standards for the Neutral Lawyer in Mediation*, 26 Ariz. L. Rev 329 (1984); Special Issue, *Beyond Technique: The Soul of Family Mediation*, 11 Mediation Q. 1 (Fall 1993) (see especially Diane Yale, *The Heart Connection*; Zena D. Zumeta, *Spirituality and Mediation*; Morna Barsky, *When Grief Underlies the Conflict*; and Lois Gold, *Influencing Unconscious Influences: The Healing Dimension of Mediation*).

[15] To the extent any agreement is arrived at by a fair procedure and on mutually agreeable terms, it will presumably pass this test. But not all such agreements are equal in terms of economic efficiency, distribution of joint gains, savings or economy of transaction costs, etc. (footnote in original article).

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behalf the ceremony is enacted, to move forward in a new condition, to a new phase of life. *Renewal* or transformation in this context means not simply they are as good as before the conflict, but they are better -- they are more whole, or more compassionate, or less greedy, or otherwise changed in an important way from the attitude or condition before the crisis began.[16]

[16] Gerald R. Williams, *Negotiation as a Healing Process* in 1996 Journal of Dispute Resolution 1, 56.

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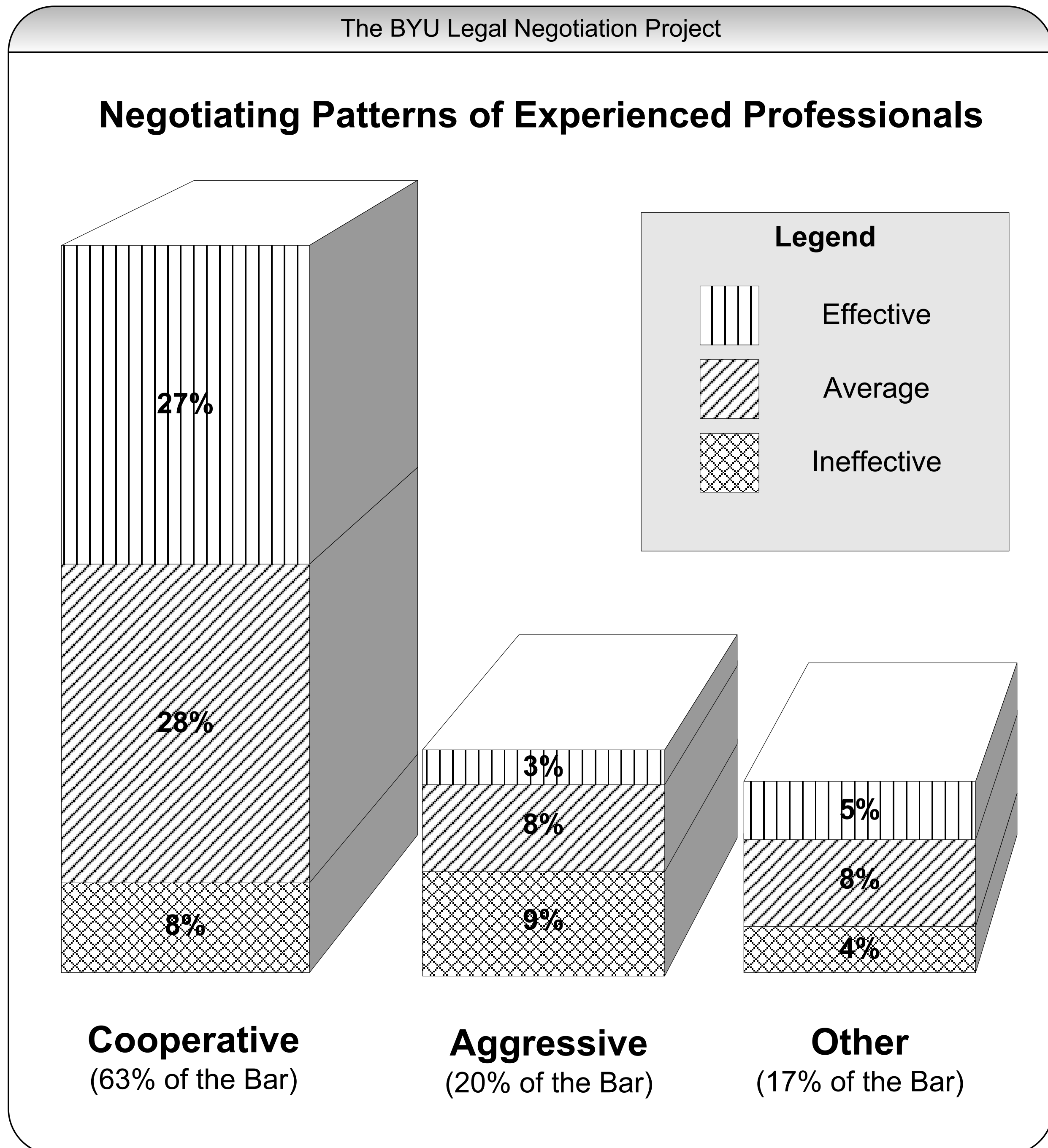
Chapter 5. Profiles of Experienced Negotiators

A. Patterns of effective, average, and ineffective negotiators



The research conducted in Denver and Phoenix in 1973-76 is reported in Gerald R. Williams, *Legal Negotiation and Settlement* (West, 1983) at 15-54 and 141-147. A follow-up survey conducted in Phoenix in 1986 is reported in Lloyd Burton, Larry Farmer, Elizabeth D. Gee, Lorie Johnson, and Gerald R. Williams, *Feminist Theory, Professional Ethics, and Gender-Related Distinctions in Attorney Negotiating Styles,* 1991 Journal of Dispute Resolution 199-257. These studies were replicated in the late 1990's with similar results among attorneys in Chicago and Milwaukee. See Andrea Kupfer Schneider, *Shattering Negotiation Myths: Empirical Evidence on the Effectiveness of Negotiation Style*, 7 Harvard Negotiation L. Rev. 143 (2002).

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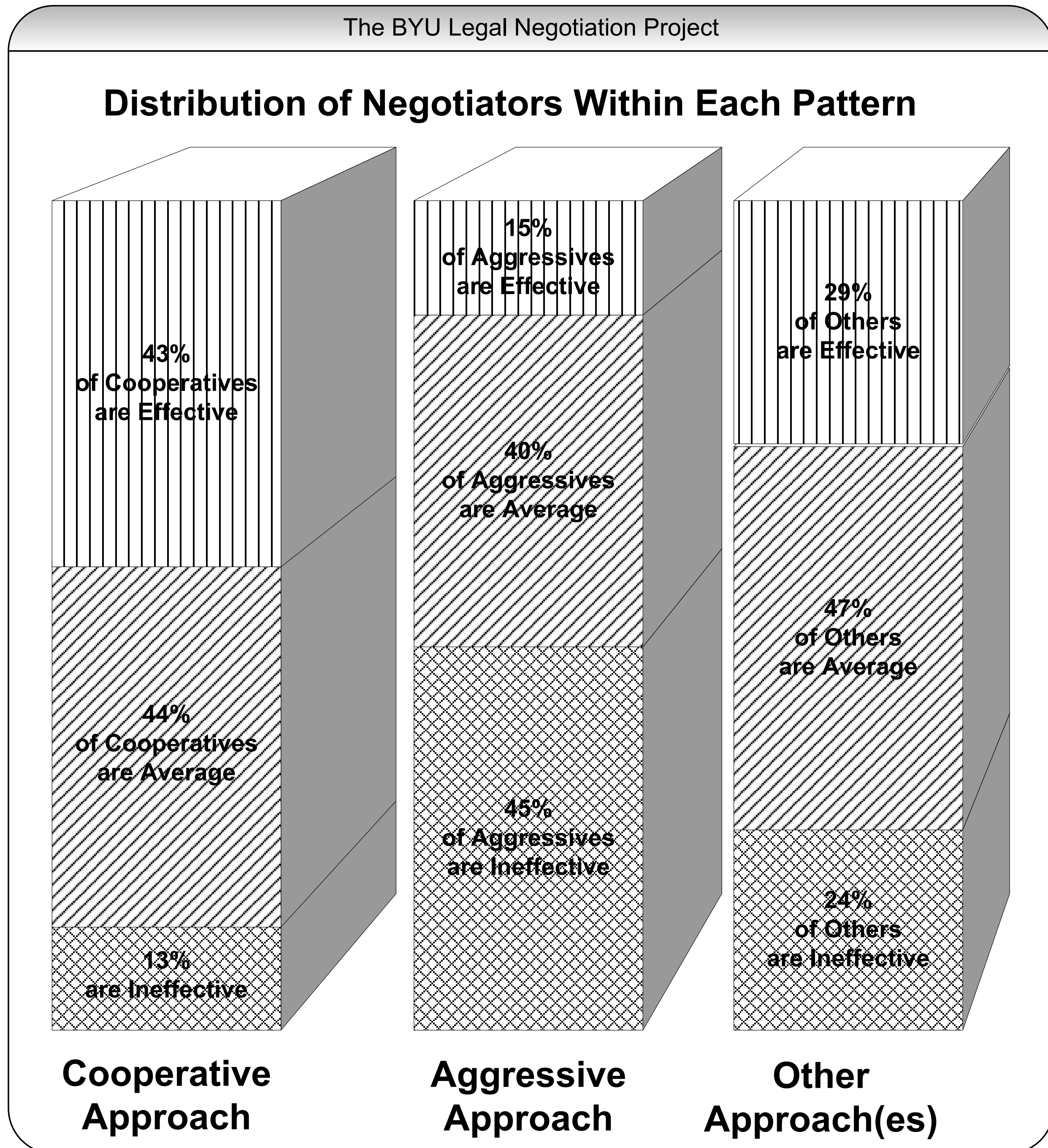
B. Percent of lawyers within each category



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C. Objectives and traits of effective negotiators

	Cooperative Effective			Aggressive Effective
	Objectives			**Objectives**
1 2 3	Conduct self ethically Maximize settlement for client Get a fair settlement		1 2 3	Maximize settlement for client Obtain profitable fee for self Outdo or outmaneuver opponent
	Traits			**Traits**
1	Trustworthy Ethical Fair		1	Dominating Forceful Attacking
2	Courteous Personable Tactful Sincere		2	Plans timing & sequence of actions Rigid Uncooperative
3	Fair-minded		3	Gets to know opponent Disinterested in needs of others
4	Realistic opening position		4	Unrealistic opening position
5	Accurately evaluates case		5	Clever
6	Does not make threats		6	Uses threats
7	Willing to share information		7	Reveals information gradually
8	Probes opponent's position		8	Willing to stretch the facts

Traits shared by negotiators of both patterns

1	Prepared	6	Realistic Reasonable Rational Analytical
2	Honest Ethical		
3	Observed customs & courtesies of the bar	7	Convincing
4	Perceptive, skillful in reading cues	8	Effective trial lawyer
5	Satisfaction in using legal skills	9	Self-controlled

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D. Objectives and traits of ineffective negotiators

	Cooperative Ineffective
	Objectives
1	Conduct self ethically
2	Maximize settlement for client
3	Meet client's needs
4	Maintain good relations with opponent
5	Get a fair settlement
	Traits
1	Trustworthy Ethical Fair Honest
2	Trustful
3	Courteous Personable Sociable Friendly
4	Gentle Obliging Patient Forgiving
5	Intelligent
6	Dignified
7	Self-controlled
	Cooperative Pathology
1	Passive-aggressive
2	"Victim" behavior
3	Masochistic (unconscious)
4	Defended against narcissism
5	**Won't accept influence**

	Aggressive Ineffective
	Objectives
1	Maximize settlement for client
2	Outdo or outmaneuver opponent
3	Obtain profitable fee for self
	Traits
1	Irritating
2	Unprepared on facts and law Bluffs Unreasonable opening demand Withholds information Uses take-it-or-leave-it
3	Attacking Quarrelsome Demanding Argumentative Aggressive
4	Egotistical Headstrong Rigid
5	Arrogant Disinterested in the needs of others Intolerant Hostile
	Aggressive Pathology
1	Overtly Hostile
2	"Bully" behavior
3	Sadistic (unconscious)
4	Narcissistic
5	**Won't accept influence**

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E. Archetypal Patterns in Mature Negotiators

1. The fullest expression of the two primary negotiating patterns[17]

	Mature Cooperative (the Healer archetype)
	Objectives (Mature Cooperative)
1	Use powers to serve larger good
2	Service to community; wholeness
3	Cognitive, ethical, & moral development
	Traits (Mature Cooperative)
1	Understands ritual process Contains and channels energy Understands how people & things work
2	Perceptive Temporarily suspends judgment
3	Patient with process Seeks insight, understanding
4	Able to endure criticism
5	Sacrifices family & friends to higher cause
6	Tolerates immature healers
7	Introverted, thinking, intuitive, perceiving

	Mature Aggressive (the Warrior archetype)
	Objectives (Mature Aggressive)
1	Use powers to serve a larger good
2	Service to community; right order
3	Loyalty, fidelity to the true king or queen
	Traits (Mature Aggressive)
1	Expert tactician & strategist Observes martial code of behavior[18] Maintains mental & physical conditioning
2	Vigilant; quickly discerns enemies Establishes boundaries and protects them
3	Thinks quickly Acts decisively
4	Able to endure physical & mental pain
5	Sacrifices family & friends to higher cause
6	Tolerates immature warriors
7	Extraverted, sensing, feeling, judging

[17] Though cultural stereotypes might suggest otherwise, there archetypal patterns are *not* gendered categories. There are sterling examples of women and men with these qualities throughout history. See the movies recommended in Appendix 2 below for illustrations.

[18] Military, police, and related services all seek to develop mature aggressive or "warrior" qualities in their leaders and their personnel. However, cultures that put a high value on warrior qualities also recognize those qualities must be contained by appropriate guidelines or boundaries. In Japan, for example, the Bushido code of the Samurai teaches the way of the mature warrior. *See, e.g.,* John Newman, *Bushido: The Way of the Warrior* (Magna Books 1989) and A.L. Sadler, *The Code of the Samurai* (Charles E. Tuttle Co. 1988) (a translation of Daidoji Yuzan's *Budo Shoshinshu*). For a Japanese perspective, see Thomas Cleary, *The Japanese Art of War: Understanding the Culture of Strategy* (Shambhala 1991).

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2. Negotiator development as a transformative process

To develop our capacity for the role of a mature healer or a mature warrior requires a transformative process not unlike the one we help our clients through when they are in serious conflicts. Robert Moore envisions it as a 5-step process:[19]

a. Denial

b. Acceptance

Accept the possibility that these qualities are in your DNA [20]

c. See it in others

Learn to recognize and admire it.

d. Experience it in yourself

This may be seen as developing in three stages:[21]

1. **Conscious incompetence**[22] **--** when we become conscious of our weakness, we become *teachable*, and our progress can begin.

2. **Conscious competence** -- you "develop all the basic dimensions of the energy" but it "still requires conscious effort to do it well."

3. **'Unconscious' competence** -- it becomes second nature to you.

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[19] Robert Moore, *The Magician Within* (C.G. Jung Institute of Chicago Ill. 1990) (audiotape # 406-4A).

[20] The best support for the suggestion that archetypal patterns are "hardwired" or in-born in every person is Anthony Stevens, *Archetypes: A Natural History of the Self* (Quill, 1983) (discussion of archetypes from the combined perspective of the biological and behavioral sciences). This viewpoint is reminiscent of linguist Norm Chomsky's conclusions about language acquisition in children. "Chomsky believes that *language is largely wired into the genes*. Children will, *upon receiving appropriate stimulation, automatically create grammatical forms according to the genetic blueprint*." William Crain, *Theories of Development* 313 (3d ed., Prentice Hall 1992) (emphasis added).

[21] "In systematizing a large body of data on the acquisition of skills, Fitts (1964) proposed three different acquisition stages: The '*cognitive stage'* is characterized by an effort to understand the task and its demands and to learn to what information one must attend. The '*associative* stage' involves making the cognitive processes efficient to allow rapid retrieval and perception of required information. During the '*autonomous stage*,' performance is automatic, and conscious cognition is minimal." K. Anders Ericsson and Jacqui Smith, "Prospects and limits of the empirical study of expertise: an introduction," in *Toward a General Theory of Expertise* (K. Anders Ericsson and Jacqui Smith, eds.) (Cambridge University Press, 1991) p. 27. (emphasis added).

[22] Among many movies showing the young hero or heroine moving, by trial and error, from incompetence to competence include *Star Wars* (1977) (transformation of the hero), *The Silence of the Lambs* (1991) (transformation of the heroine), and, somewhat surprisingly, a number of Buster Keaton films (*The Navigator* (1924), *The General* (1926), and *Steamboat Bill, Jr.* (1928)) The Keaten films listed here are all are silent comedies presenting "miraculous transitions from incompetence to excellence." Robert C. Hinkel, *Transition Films: A Selected Filmography*, in *Betwixt & Between: Patterns of Masculine and Feminine Initiation* 489, 492 (Louise Carus Mahdi, Steven Foster, and Meredith Little eds., Open Court Publishing, 1987).

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e. Use this new power *only* to serve a larger good (not to serve ourselves)

This clarity of this motive is what gives you courage to undergo the ordeal. You have an obligation to exercise appropriate stewardship over your emerging powers.

3. Some "archetypal" characteristics of healers and warriors

The ego resists making room for powerful new qualities.

Like the status quo, the qualities of healers and warriors are somewhat imperialistic, meaning once we get into them, it is difficult to let go of them. Therefore, we need to learn how to shift into them and out of them.

For example, to maintain strong "warrior" energy, you have to have an enemy. When you go home at night, if you see your loved ones as "the enemy," you are condemning yourself and them to misery. The same can be said for healing qualities. Your loved ones at home are not your clients or patients, and don't want to be treated as if they were. Thus, going home each evening requires you to make a conscious shift out of your workday mental attitudes and rhythms and into a family-friendly mode. This requires, at a minimum, an act of will, and probably also requires a set of "rituals" to help you make the transition. The great exemplar for how to make a transition was the late Fred Rogers as he made his entrance into "Mr. Roger's Neighborhood." Recall how he came in the door, spoke in soft, reassuring tones, sat down, took off his street shoes, calmly put on tennis shoes, donned a casual sweater, and was then prepared to really give himself to his audience for the next 30 minutes.

All professionals need a personal routine upon leaving the office and arriving home that helps them make the mental and emotional break from work and enables them to face their loved one(s) at home with love, patience, helpfulness, and any other qualities that may be demanded by the situation.

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F. Combinations of Negotiators and Predictable Effects[23]

If we limit ourselves to just the basic two patterns – cooperative and aggressive --it is apparent that, in any situation involving only two negotiators, there are three possible combinations of these patterns. For each combination, there are some readily-identified characteristics.

1. **Cooperative vs. Cooperative**
   (1) Shared assumptions and objectives
   (2) Highest likelihood of a mutually acceptable agreement
   (3) Most efficient (least time, least cost, most likely to include joint gains)
2. **Aggressive vs. Aggressive**
   (1) Less efficient (more posturing, fewer disclosures, less reasonable offers and demands, less movement during concession-making, less likely to include joint gains)
   (2) But they do have shared assumptions and objectives
   (3) There is a lower probability of agreement (trial rate double that of the first group)
3. **Cooperative vs. Aggressive**
   (1) Conflicting assumptions and objectives
   (2) The aggressive appears more skillful than cooperative
   (3) Lowest possibility of agreement
   (4) Each side brings out worst in the other[24]

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[23] These comparisons assume there is just one negotiator on each side and they ignore other factors that might influence the dynamics and outcome of the negotiation, such as the nature of the situation, the ability of the negotiators to recognize and make appropriate adjustments to the style of the other, expectations of the clients, etc.

As to combinations of cooperation and aggression between attorney and client, we can reason by analogy from 2 x 2 negotiation competitions, where a conscious strategy of Mutt-and-Jeff or Good Cop – Bad Cop is often most effective,. First, we can presume that a combination of cooperative lawyer and aggressive client (or vice versa) has the potential to bring out the worst in both individuals if they are not conscious of their styles and work at cross purposes to each other. Second, as articulated in the next footnote below, if the two individuals recognize each other's style and work together as a team, they may constitute the most effective combination of negotiators.

[24] Here is an interesting paradox. While cooperative and aggressive negotiators tend to bring out the *worst* in each other when they are on opposite sides of a problem, they have the potential to bring out the *best* in each other if they make the effort to consciously work together to benefit from the strengths of both patterns. When they do this, the two patterns become highly complementary. This is true, for example, in negotiation competitions, where the winning teams virtually always use a Mutt-and-Jeff or Good-Cop, Bad-Cop strategy. Interestingly, it has been my experience in observing many competitions that the negotiators sometimes find themselves switching roles. The negotiator assigned to be aggressive may recognize, for example, that his or her cooperative partner has become aggressive, and so will switch to a more cooperative point of view as a counterbalance to the unexpected aggressiveness of the partner. The ability of negotiating teams to spontaneously shift roles suggests that negotiators are not as tied to their preferred patterns as we might suppose.

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Chapter 6. Analysis of a Business Negotiation

A. Facts for Cottonburger®: An international commercial transaction

Seller's Facts (Schwartz)

- Dr. Schwartz is a Swiss scientist who developed Cottonburger®, a high-quality, high-protein meat substitute
- Schwartz wants access to U.S. market; he will use profits from Cottonburger® sales to support non-profit distribution in protein-deficient developing countries
- Cottonburger® has not been well received in Europe. Despite aggressive marketing, only buyers to date are elementary schools which pay the break-even price of 03¢ per pound
- Schwartz has 100,000 pounds on hand in Europe (product in the warehouse; it ages quickly in that heat)
- Schwartz' future depends on the U.S. market, he must sell through the best producer and distributor he can find
- Jones is the best available prospect for producing and distributing in the U.S.
- Schwartz and Jones have narrowed the issues:
- At Jones' insistence, Schwartz has agreed to give Jones exclusive rights to Cottonburger® in the U.S.
- Schwartz will help set up production in the U.S. and prefers to stay just 3 months, but he will stay as long as 10 months if necessary
- Schwartz would like to spend half his time in the U.S. developing a diet ice cream product; he would like access to a good lab and three lab assistants
- Schwartz is asking 12¢ per pound for Cottonburger®
- Schwartz is not concerned about Jones' conservative political views

Buyer's Facts (Jones)

- Jones is the owner of a Chicago company that distributes meat products nationally
- He wants to purchase 50,000 pounds of Cottonburger® for test marketing; if market tests are successful, he has long term interest in the product
- The enzyme formula for making Cottonburger® is not patentable; Jones would like to decipher the formula and develop a competing product, free of royalty obligations to Schwartz
- Jones feels justified because he believes Schwartz' "do-good-ism" is not only naïve, but is a serious threat to the free enterprise system
- Jones wants Schwartz to stay in the U.S. 10 months for $1,500 per month (in 1976 dollars) plus travel expenses, but will accept as few as three months if necessary
- Jones insists on exclusive rights to Cottonburger® in the U.S., which Schwartz has agreed to

ISSUES REMAINING

ISSUE	SCHWARTZ	JONES
1. Price per pound	12¢/lb.	05¢/lb.
2. Time in U.S.	3 months	10 months
3. Fee for Schwartz	OK	$1,500/mo & travel
4. Exclusive Rights	OK	Requirement

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Notes

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2. Dynamics of the aggressive approach

A. Aggressives move psychologically <u>against</u> their opponents. Tactics include:

1. Intimidation (they demoralize, browbeat, or perturb)
2. Threats (expressions of intent to hurt or injure)
3. Claims of superiority
4. Casting all blame on the other side

B. Under the "smokescreen" of the attack, aggressives follow a four-fold strategy:

1. Make extreme demands (with the timing of the "wealthy optometrist")
2. Make very few concessions
3. If concessions must be made, they make very small ones
4. Create "false issues"

C. Dangers or risks of the aggressive approach:

1. Very difficult strategy to use effectively; only 15% are effective
2. Creates misunderstanding between the two sides; if agreement is reached, it will take longer and will cost more
3. Increases the number of failures; the trial rate for *effective* aggressives is more than double the trial rate for *effective* cooperatives
4. Raises strong likelihood of retaliation
5. In repeated encounters with the same opponent, it is less profitable than the *Tit-for-Tat* strategy
6. When used as substitute for preparation, aggressive strategy yields low outcomes

D. Benefits

1. It avoids the risk of exploitation
2. In "single issue" (distributive) situations and against naïve opponents, it may be more profitable than any strategy except *Tit-for-Tat*

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3. Dynamics of the cooperative approach

A. Cooperatives move psychologically toward their opponents:

1. Establish common ground
2. Emphasize shared values
3. Cooperatives are trustworthy (fair, objective, and reasonable)

B. Cooperatives establish credibility and good faith by:

1. Making unilateral concessions
2. Seeking highest joint outcome (both sides better off)

C. Dangers or risks of the cooperative approach

1. Risk of manipulation and exploitation. This risk stems from an unexamined and unarticulated idea among cooperatives that can be called "the cooperative assumpition":[25]

> The Cooperative Assumption
>
> If I am fair and trustworthy, and if I keep making concessions, then at some point the other side will feel an irresistible moral obligation to reciprocate.

2. Risk of righteous indignation if the opponent doesn't reciprocate

D. Benefits of the cooperative approach

1. When used skillfully, the cooperative strategy known as *Tit-for-Tat* yields higher individual profits than most aggressive strategies
2. In virtually all situations, the *Tit-for-Tat* strategy yields higher JOINT gains than any aggressive strategy

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[25] This attitude is reflected in a statement by U.S. statesman Henry Lewis Stimson (1867-1930), who said, "The only way to make a [person] trustworthy is to trust him." *The Columbia Dictionary of Quotations* (Columbia University Press, 1993). Aggressive negotiators are very good at exploiting people who operate under this assumption.

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4. Pattern of the aggressive negotiator

A. Pattern against a "trustful" cooperative

1. Makes high demands, which escalate over time
2. Stretches the facts; increases over time
3. Outmaneuvers the opponent, making the opponent appear weak or foolish
4. Uses intimidation
5. Makes no concessions

B. Weaknesses or risks of this aggressive strategy

1. Creates tension, mistrust, and misunderstanding
2. Results in fewer agreements; a higher percentage of cases go to trial
3. Higher "transaction" costs; it will take longer and cost more to reach agreement
4. Lower joint outcome
5. May provoke costly retaliation by other side

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5. Pattern of the cooperative negotiator

A. Pattern of cooperative negotiator against a strong aggressive

1. Makes a fair, objective statement of the facts
2. Makes reasonable demands
3. Makes unilateral concessions
4. Ignores opponent's intimidation and bluffing as irrelevant
5. Appears to accept opponent's factual representations at face value

B. Weaknesses or risks of the cooperative strategy

1. High risk of exploitation by aggressive opponents
2. Risk of later overreacting to aggressive's unfairness
3. Risk of losing the possibility of a good agreement (a lost opportunity for the client)

C. Conclusions about cooperative weaknesses and strengths

1. In this negotiation, the cooperative had no idea of how to recognize or deal with an aggressive opponent

   Note: These are skills all cooperatives need to develop

2. However, he was a master at the opposite skill – the ability to create joint gains

   Note: This is a skill all negotiators (cooperative and aggressive) need to develop because many clients are extremely interested in joint gains or "business-like solutions" (witness the extraordinary reception of *Getting to Yes* and the success of such groups as the CPR Coalition (*CPR Institute for Dispute Resolution -- http://www.cpradr.org).*

3. Unfortunately, the ability to create joint gains loses its value if you can't recognize and deal with aggressive opponents

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6. Deeper Analysis of the Cottonburger Negotiation

A. Stages of the Negotiation Process

In analyzing any particular negotiation, it is usually helpful to consider the perspective of each side about *stages of the negotiation process.* Assume, for example, that the "beginning" stage of negotiation is when negotiators typically lay out their most extreme demands. By contrast, during the "middle" and "ending" stages, negotiators make serious efforts to move towards agreement and to resolve problems that stand in the way. With these brief characterizations in mind, how do you read the perspectives of the two negotiators in Cottonburger?

1. The aggressive's behavior was most characteristic of which stage(s)?
2. The cooperative behavior was most characteristic of which stage(s)?

Conclusions:

1. Negotiations go badly when negotiators do not have a common understanding of which stage of the process they are in. It is incumbent on *both* negotiators to pay attention and appropriately respond to the assumptions made by the other side.
2. Based on how differently aggressives and cooperatives see the world, we can assume they will have conflicting ideas about the timing of the stages.

B. Who is being served?

a. If you asked the aggressive negotiator who he is serving, how would *he* reply? Who would *you* say he is serving?

b. If you asked the cooperative negotiator who he is serving, how would *he* reply? Who, or what, would *you* say he is serving?

c. To what extent could it be said that, unconsciously if not consciously, the aggressive negotiator is serving his "need" to be powerful and the cooperative is serving his "need" to be cooperative?

d. To the extent this may be true of these fine negotiators, it is a danger for all of us (I certainly include myself here). What can we do to reduce the need to serve our own psychological, financial, or other "needs," rather than the true interests of our clients? If we are not actively asking ourselves these question, then we are probably guilty of putting our own interests above those of our clients.[26]

[26] Adolf Guggenbuhl-Craig, *Power in the Helping Professions* (Myron Gubitz trans., Spring Publications, Inc. 1971).

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7. Cooperative's Great Strength – Creating Joint Gains

Two observations about the Cooperative's proposals at the end of the negotiation:

On the one hand, he wrongfully assumes the aggressive's demands were an accurate reflections of the seller's position. Given this error, he was probably wrong to be making these proposals.

On the other hand, he has a remarkable gift for "dove-tailing" the apparent interests of the two sides (as expressed by himself and his opponent). Notice how well his proposals take the interests of both sides into account:

A. Cooperative's Proposal:

1. **Quantity & Price**: Suppose we purchase 100,000 pounds at 5¢ per pound

   We will conduct a market test, with an option to enter into a long-term contract

   If the market test is successful, we could commit to a long-term contract with terms such as these:

2. **Duration of Contract**: A 5-year contract would be alright, but only if there were a phase-in in the amount of product we were required to purchase each quarter
3. **Time in the U.S.** Suppose Dr. Schartz were to stay in the U.S. for a 6-month period, but work only 4 hours per day
4. **Salary:** I can only offer $1,500 per month in salary, but we can put money "up front" in escrow
5. **Exclusive Rights:** We must have exclusive rights to the product; in exchange, we'll agree to take a minimum quantity per year, with that quantity increasing over time.

B. Aggressive's Response (in large, underscored bold type):

1. **No!** Quantity & Price: The price will be ~~5¢~~ **15¢** per pound. It's non-negotiable.
2. **Duration of Contract:** A 5-year contract would be alright, but only if there were a phase-in in the amount of product we were required to purchase each quarter
3. **Time in the U.S.** Suppose Dr. Schartz were to stay in the U.S. for a 6-month period, but work only 4 hours per day
4. **No!** ~~Salary~~ Fee will be **$100,000, plus travel and living expenses**: I can only offer ~~$1,500 per month~~ in salary, but we can put money "up front" in escrow
5. **No exclusive Rights!** ~~**Exclusive Rights**~~**:** We must have exclusive rights to the product; in exchange, we'll agree to take a minimum quantity per year, with that quantity increasing over time.

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D. Where Do We Go From Here?

Two of the greatest challenges in negotiation are to master the knowledge and skills involved in:

1. **Dealing Effectively with Difficult (Aggressive) Opponents**
2. **Creating and Distributing "Joint Gains"**

Interesting, these two great challenges correlate directly with the two dominant negotiating patterns found among practicing lawyers. They are, in many respects, the reciprocal of each other. That is, if you are basically a cooperative negotiator and you are pitted against an aggressive opponent, you cannot effectively create and distribute joint gains unless you can successfully neutralize the aggressiveness of your opponent. This requires significant knowledge and skill! Even in the easier case, when you have a cooperative opponent on the other side, it requires substantial training and skill to find and appropriately distribute the available joint gains.[27]

Similarly, if you are aggressive in your approach to negotiation, your instincts cut naturally *against* doing the things that create value, such as avoiding taking hard positions, being willing to reveal information (especially underlying interests, needs, and preferences of your client), being willing to consider many alternative solutions, etc. When you deal with cooperative opponents, you will need to resist the temptation to run rough-shot over them (which generally destroys joint gains for them and for you).[28] When you deal with aggressive opponents, you will need to know how to deal effectively with difficult (aggressive) opponents. If you are a mature aggressive, this is not too great a challenge is those opponents are *effective* aggressives, but if they are *average* or *ineffective,* then it will require patience, tact, and skill on your part.

The most important thing we can do in the remainder of these materials is to show how to become expert at two skills.

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[27] The difficulty of finding and appropriately distributing joint gains cannot be stressed enough. In experiments at the Harvard Business School, Howard Raiffa found that even trained negotiators were often *not* able to find all of the available joint gains. Howard Raiffa, *The Art and Science of Negotiation* 101 (Belknap/Harvard University Press, 1982).

[28] Aggressives are inclined to think of the outcome as maximizing their share of a "fixed" pie and to think that imposing maximum costs on the other side will increase their own gains. But these assumptions do not hold when there are two or more issues at stake. The game "Win As Much As You Can" illustrates the fallacy of the assumptions. The data on the difficulty of finding and distributing joint gains is relevant here, as odds are that about one-third of the negotiators were basically aggressive in their approach. Howard Raiffa, *The Art and Science of Negotiation* 101 (Belknap/Harvard University Press, 1982).

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Movies For Negotiator Development
Leaps of Faith, Qualities of True Professionals, and Characteristics of "Healers" & "Warriors"

Section 1. Leaps of Faith & Qualities of true professionals

- Field of Dreams (1989, 106 mins., Kevin Costner, Amy Madigan) (leaps of faith)
- My Cousin Vinny (1992, Joe Pesci and Marisa Tomei, R) (how *not* to dress and how *not* to talk as a lawyer; but how *to* negotiate with a dishonest pool player)
- Groundhog Day (1993, 103 mins., Bill Murray and Andie MacDowell (self-centered, opportunistic weatherman [could have been a lawyer] repeats one day until he learns to care about other human beings)

Section 2. "Warrior" Qualities

Part 1. Female Warriors

- The Messenger: The Story of Joan of Arc (Milla Jovovich, Dustin Hoffman, French-US 1999; 148 mins., R) (look up "Joan of Arc" in google.com to see the current level of interest in what she represents for women)
- Silence of the Lambs (1991, Jody Foster, Anthony Hopkins, R) (a young warrior-in-training finds her warrior qualities first-hand, blindfolded)
- Crouching Tiger, Hidden Dragon (female and male) (2000, 119 mins., 4 Academy Awards, including best foreign film)
- Erin Brockovich (Julia Roberts and Albert Finney, 132 mins., 2000, R) (Roberts received an Academy Award for her performance)
- Alien (1979, 117 mins., Sigourney Weaver, John Hurt, Academy Award for special effects, R)

Part 2. Male Warriors

- Star Wars (see the Star Wars Official page on the internet and click on "characters" for description of warrior qualities of Chewbacca, Han Solo, Obi-Wan Kenobi, Luke Skywalker, Yoda, Princess Leia Organa Solo, and of course Darth Vader) (A young warrior-in-waiting begins developing his warrior qualities, practices blindfolded)
- High Noon (Gary Cooper as sheriff Will Kane in one of the greatest westerns of all time. According to the New Yorker Magazine, this movie has been shown in the White House more often than any other movie, including three times by Eisenhower, twenty times by Clinton, and at least once by George W. Bush.).[29]
- The Lord of the Rings (See the Lord of the Rings website and look up "Cast" for a description of the characters in the movie, including the young hero, Frodo Baggins, the good wizard Gandalf, the evil Saruman, and many other significant characters, such as Boromir.)

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[29] *This Week*, The New Yorker, May 3, 2004, at 8.

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- Crocodile Dundee (Paul Hogan and Linda Kozlowski, 1986, Australia, 98 mins.)
- Henry V (1989, British, D. Kenneth Branagh, 137 mins.,) (see also the 1945 British version directed by Laurence Olivier, also 137 mins.)
- Patton (1970, Seven Academy Awards, George C. Scott as General George S. Patton, a consummate but not fully mature warrior (lacks control of his temper; doesn't know when to stop); Karl Malden as General Omar Bradley, 169 mins.)
- A Few Good Men (1992, Tom Cruise, Jack Nicholson, Demi Moore, 139 mins., R)(Tom Cruise, as you Navy lawyer, faces Jack Nicholson, as the "ultimate" aggressive opponent in a fiery courtroom climax).
- The Firm (1993, Tom Cruise, Gene Hackman, 154 mins., (new law school graduate faces unexpectedly serious ethical (criminal) conduct by partners in his Memphis law firm).
- The Great Santini (1979, 116 m, Robert Duvall as career marine, how NOT to do it; "a warrior without a war" who wages war with his adolescent son).
- The Mission (1986, British, Robert De Niro and Jeremy Irons, 125 m) (misuse of warrior powers & seeking redemption for resulting murder)
- The Bridge on the River Kwai (1957, British, William Holden and Alec Guinness, Seven Academy Awards) The story of a Daedalus in WW II – the consummate craftsman willing to do anything for pride of workmanship (today it might be for money), without regard to moral or ethical implications.

Section 3. "Healer" Qualities

(Films about mature "healers" are harder to find; they seem less valued in our society)

Part 1. Female Healers

- Mother Teresa (1997, 88 mins., documentary narrated by Richard Attenborough)
- Dead Man Walking (1995, 122 mins., Susan Sarandon and Sean Penn, R) (Susan Sarandon as nun who offers spiritual counsel and comfort to a condemned man)
- Florence Nightingale (published biographies)
- Clara Barton (published biographies)

Part 2. Male Healers

- Gandhi (1982, 200 m, British, directed by Richard Attenborough, with Ben Kingsley, Candice Bergen, and John Guilgud, 8 Academy Awards)
- To Kill a Mockingbird (1962, 131 m, Gregory Peck received Academy Award for his portrayal of Southern lawyer Atticus Finch and daughter "Scout")
- Star Wars (see above; Yoda and Obi-Wan Kenobi are warriors with strong healer qualities as well)
- The Lord of the Rings (See discussion under "warrior qualities" above; healers are often portrayed as wizards in fantasy literature and film)

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Bibliography
Recommended Readings on Negotiation

A. Negotiation Practice and Theory

1. General

Roger Fisher, William Ury, and Bruce Patton, ***Getting to Yes*** (Penguin, 2d ed., 1991) ($14.95 softbound)

William Ury, ***Getting Past No: Negotiating with Difficult People*** (Bantam Books, 1991) ($11 softbound)

2. Legal Negotiation (The Legal Context)

Charles B. Craver, ***Effective Legal Negotiation and Settlement*** (Lexis Publishing, 4th ed., 2001) ($35 softbound) (the most comprehensive book on legal negotiation by a skilled strategic thinker)

Russell Korobkin, ***Negotiation Theory and Strategy*** (Aspen Law & Business, 2002) (Excellent text giving an up-to-date economic approach to negotiation theory and practice)

Gerald R. Williams, ***Legal Negotiation and Settlement*** (West Publishing Co., 1983) (Classic approach based on empirical data and practical orientation) (softbound $25)

3. Negotiation as a Healing Process

Gerald R. Williams, ***Negotiation as a Healing Process***, 1996 Journal of Dispute Resolution 1-66 (1966) ~ Available from THE PROFESSIONAL EDUCATION GROUP, INC., **www.proedgroup.com** or 800.229.CLE1 (2531) [softbound $15.95]

4. Decision Analysis or Quantitative Approach

Howard Raiffa, ***The Art and Science of Negotiation*** (Harvard University Press, Belknap Press, 1982) ($16.50 softbound)

Howard Raiffa, John Richardson, and David Metcalfe, ***Negotiation Analysis: the Science and Art of Collaborative Decision Making*** (Harvard University Press, Belknap Press, 2002)

5. The Business Setting

David A. Lax and James K. Sebenius, ***The Manager as Negotiator: Bargaining for Cooperative and Competitive Gain*** (New York: The Free Press, 1986) ($33 hardcover)

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6. Public Disputes

Lawrence Susskind and Jeffrey Cruikshank, ***Breaking the Impasse: Consensual Approaches to Resolving Public Disputes*** (New York, NY: Basic Books, 1987) ($16 softcover)

7. Labor-Management Relations

Richard E. Walton and Robert B. McKersie, ***A Behavioral Theory of Labor Negotiations: An Analysis of a Social Interaction System*** (Ithaca, NY: ILR Press, 1991) ($22.00 softcover)

Richard E. Walton, Joel E. Cutcher-Gershenfeld, and Robert B. McKersie, ***Strategic Negotiations: A Theory of Change in Labor-Management Relations*** (Harvard Business School Press, 1994) ($35 hardcover)

8. The International Setting

International Negotiation—Analysis, Approaches, Issues (Jossey Bass, Victor A. Kremenyuk, ed., 2d ed., 2002)

Russell B. Sunshine, ***Negotiating for International Development: A Practitioner's Handbook*** (Matinus Nijhoff Publishers, 1990)

9. The Design of Dispute Resolution Systems

William L. Ury, Jeanne Brett, and Stephen Goldberg, ***Getting Disputes Resolved: Designing systems to Cut the Costs of Conflict*** (PON Books, 1993) ($7 softcover)

B. Interviewing & Counseling (and Lawyer Satisfaction)

David A. Binder, Paul Bergman, Susan C. Price, and Paul R. Tremblay, ***Lawyers as Counselors: A Client-Centered Approach*** (2d ed., Thomson West, 2004)

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	on VHS Videotape	$289
	Course Manual	$ 35

II. **NEGOTIATION AS A HEALING PROCESS**

1996 *Journal of Dispute Resolution* 1-66 (1966)	*Monograph*	$ 15[95]

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