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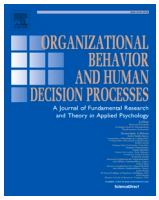

"You knew what you were getting into": Perspective differences in gauging informed consent

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ABSTRACT

We examine differences between perceived and experienced consent in organizational contexts—specifically, the aspect of consent that reflects how *informed* consenters feel. We theorize that people tasked with soliciting consent overestimate the extent to which consenters feel fully informed of what they are agreeing to and thus feel they have truly consented. We provide support for these predictions across six pre-registered studies (N = 2,993) and eight supplemental pre-registered studies (N = 4,406) that establish causal and mediation evidence, downstream organizational consequences, and real-world relevance. This research reveals that even when an agreement meets the *legal* criteria for consent, there may be misaligned perceptions of employees' *feelings* of consent, with consequences for employees' relationship with their organization. The current studies offer a significant step forward in understanding the markedly understudied role of consent in organizations.

In the early 2000s, Verizon New England (VNE) solicited its employees' consent to carry company-issued phones equipped with GPS, which allowed the company to track their location both on and off company property. Despite agreeing to these terms, the employees questioned the extent to which they understood the extent of the monitoring and thus had truly consented to it. Feeling they had not, they ended up suing their employer (Haggins v. Verizon New England, Inc., 2011). Although the employees ultimately lost their lawsuit, the trust between the two parties was irreparably damaged.

More recently, recording artist Taylor Swift felt the rights to her first six albums were sold "without her knowledge and consent" (Hart, 2020, p. 1) in a deal the company was legally entitled to make (Sisario, 2022). In retaliation, Swift re-recorded several of her albums, leading to the rapid devaluation of the originals. Despite the existence of a legal agreement previously agreed to by all parties, the company ultimately paid a price by failing to establish Swift's *felt* experience of consent.

Consent plays an essential role in organizations, from formal contractual agreements like those described above to less formal contexts such as extra-role requests. Despite this fact, there is a dearth of organizational behavior research on the topic of consent (Bohns & Schlund, 2020). The research that does exist treats consent as a purely legal matter (e.g. Adjerid et al., 2016; Caro et al., 2021; Hoffmann et al., 2020; Miller & Tucker, 2018) without considering the felt or subjective experience of consent. However, as the above examples illustrate, the subjective feeling of having consented—or more typically, *not* having consented—to terms of agreements can lead to unintended negative consequences for both individuals and organizations, even when the legality of one's consent is undisputed.

On the surface, it may seem rational for companies to expeditiously obtain an employee's or client's legal consent by getting them to sign a piece of paper, regardless of whether the individual truly feels that they have processed and understand the terms they are agreeing to. However, if the individuals within companies who are soliciting consent overestimate consenters' subjective experience of consent, this strategy may ultimately backfire. Believing consenters "knew what they were getting into," solicitors of consent may be surprised when they suddenly find themselves facing discontented employees or even lawsuits.

The current research examines whether such situations—situations in which one party has a different assessment of whether consent was genuinely provided than the other—represent a systematic bias in gauging consent. Specifically, we theorize that people tasked with soliciting consent tend to overestimate the extent to which people providing their consent feel fully informed of what they are agreeing to and, thus, the extent to which they feel they have truly consented. Although this perspective difference may have little bearing on the two parties' determinations of whether consent was legally obtained, it can nonetheless lead to misaligned perceptions of employees' feelings about what they have obliged themselves to do for the organization, which

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may impact their work and how they feel about the organization.

1. Defining consent

Consent occurs when one person permits another person or entity to do something to or expect something of them (Kleinig, 2010). Although these permissions and obligations can be contractual, they can also be informal promises, agreements, and requests, such as an agreement to work late, take on an additional task, or help a colleague. Notably, consent is distinct from related topics with more long-standing histories in organizational behavior research, such as compliance, social influence, persuasion, and negotiation (e.g., Ansari & Kapoor, 1987; Bohns et al., 2016; Brooks & Schweitzer, 2011; Norton et al., 2012; Yip & Schweitzer, 2022). An individual can comply with a request, agree to an offer, or conform to a decision without consenting to any of these things.

Recent definitions of consent in organizational behavior (Bohns & Schlund, 2020) and psychology (Bohns, 2022) have drawn from long-standing legal interpretations of consent to describe the specific factors that lead to the subjective, or felt, experience of consent. According to these definitions, three necessary conditions lead to the subjective experience of consent: 1) A person must know what they are agreeing to—that is, they must feel appropriately *informed*; 2) the individual must be cognitively and developmentally capable of consent—that is, they must be *competent*; and 3) they must be free from undue coercion—that is, they must feel as if they have consented *voluntarily*. If any one of these conditions is not fulfilled (e.g., if the individual is either deceived, inebriated, or threatened), theoretically, the individual's consent is negated.

In legal contexts, these three conditions of consent are used to determine liability (i.e., to distinguish between legal and illegal acts or between binding and nonbinding agreements). That is, an outside observer assesses whether these conditions were met: Does the individual *appear* to be informed? Does the person *seem* competent? Were there no *explicit* threats? If these conditions are judged to be met, the agreement meets the legal criteria for consent.

Importantly, however, just because an agreement *appears* to be consensual by each of these criteria and is, therefore, legal by definition, it does not mean that the agreement *felt* entirely consensual to the consenting—or acquiescing—individual (Bohns, 2022; Bohns & Schlund, 2020; Schlund et al., 2024). A person may *be* informed but not *feel* informed, perhaps because they do not feel they had enough time to process the information. Similarly, a person may not have *been* threatened but may nonetheless *feel* threatened, for example, if they are concerned about losing their job. It is this potential disconnect between an outside observer's assessment of consent and an individual's subjective experience of consent that is the focus of the current research. While previous research has found a perspective difference specifically on the *voluntariness* dimension of consent (Sommers & Bohns, 2019, 2024), the current research examines whether a similar difference also exists for the *informed* dimension of consent.

2. Prior approaches to studying informed consent

Prior empirical research has focused primarily on pragmatic, domain-specific questions related to the informed dimension of consent, such as consenting to medical procedures, sex, or contract terms and conditions. While this research has identified some patterns of results consistent with our individual hypotheses, it has not theorized nor tested the broad, systematic bias we are proposing whereby solicitors overestimate consenters' subjective experience of consent via the dimension of informedness, nor has it examined the potential downstream consequences of such a bias.

In the medical domain, studies have found that patients frequently consent to procedures they do not fully comprehend (Appelbaum et al., 2012; Beskow & Weinfurt, 2019; Henderson et al., 2006; Joffe et al., 2001), and often fail to understand their own diagnoses and treatment plans (Akkad et al., 2004; Falagas et al., 2009; Makaryus & Friedman, 2005; Mishra et al., 2006; Tait et al., 2011). Even though physicians are typically the ones explaining procedures and diagnoses to patients, few studies have examined the accuracy of physicians' beliefs about patients' actual or felt understanding, and those that have reveal mixed findings. Further, these studies have not examined downstream consequences of perspective differences on perceptions of consent or patient outcomes.

Research on sexual consent has looked more extensively at perspective differences (Lindgren et al., 2008; Muehlenhard et al., 2016), including discrepancies in perceptions of sexual intent (Abbey, 1982; Abbey et al., 2003; Haselton & Buss, 2000) and in the communication and interpretation of romantic interest (Beres, 2010; Hickman & Muehlenhard, 1999; Hills et al., 2020). Yet while some studies have identified systematic perspective differences (Bohns & DeVincent, 2019) others have found no perspective differences (Hills et al., 2020), indicating that, as in the medical domain, the potential misperception of consent in this domain is both an important and unresolved question. Additionally, research on sexual consent has focused primarily on the voluntariness and competence dimensions of consent, rather than the dimension of informedness.

Lastly, in contract law, the practice of adding profuse boilerplate terms and conditions to contracts to mitigate an individual's or organization's liability has become widely accepted. This practice has resulted in a "deluge of unreadable terms" (Wilkinson-Ryan, 2017, p. 119) that consenters do not bother to read but are still binding. When faced with the short-term benefits of an agreement, such as getting a job or downloading an app, many people fail to fully understand and consider the long-term risks that may accompany such agreements, such as those resulting from signing a nondisclosure agreement or relinquishing one's privacy (Acquisti et al., 2012, 2013; John et al., 2011; Kokolakis, 2017). While this has made informed consent "something of a charade" in this domain (John, 2018), research has nonetheless found that outside observers view individuals who agree to terms buried in the fine print of a lengthy contract as having consented (Wilkinson-Ryan, 2013).

Altogether, prior work on consent to medical procedures, sex, and contracts has touched on a few of our hypotheses and found supporting evidence for some of them. However, these research areas have not comprehensively theorized or tested our prediction that solicitors overestimate consenters' subjective experience of consent by overestimating perceived informedness.

3. Overestimating informed consent

In the current research, we hypothesize that solicitors of consent will systematically overestimate consenters' experience of being informed, and that this bias will in turn lead solicitors to overestimate consenters' subjective feelings of consent. Our predictions are based on the above-described conceptualization of informedness as a subjective phenomenological experience—separate from any objective amount of information provided—and its theorized relationship to consent. This conceptualization allows for the possibility that two parties will have different assessments of whether a particular individual was informed enough to have truly consented. Established psychological phenomena such as the correspondence bias (Gilbert & Malone, 1995) and

Table 1
Participant demographics for Studies 1–4.

	Study 1	Study 2a	Study 2b	Study 2c	Study 3	Study 4
Age						
M_{age}	43.37	40.24	41.56	45.54	43.95	43.96
SD_{age}	13.09	12.64	12.10	13.27	12.75	11.04
Race/Ethnicity						
Black/African American	9.6 %	9.0 %	11.8 %	9.2 %	7.7 %	14.3 %
Asian/Asian American/Pacific Islander	7.5 %	9.7 %	7.7 %	6.7 %	6.5 %	6.3 %
White/European American	74.7 %	70.3 %	71.9 %	76.8 %	75.4 %	63.7 %
Latino/Hispanic American	5.0 %	3.7 %	5.5 %	3.7 %	6.3 %	6.0 %
Middle Eastern/Arab American	0.2 %	0.2 %	0.4 %	0.2 %	0.4 %	0.3 %
Native American	0.4 %	0.7 %	1.0 %	0.2 %	0.8 %	0.3 %
Biracial/Mixed Race	2.1 %	6.2 %	1.5 %	1.8 %	1.4 %	8.3 %
Open-text Entry	0.4 %	0.7 %	0.2 %	0.2 %	0.2 %	0.0 %
Prefer/Chose Not to Respond	0.0 %	0.0 %	0.0 %	1.0 %	1.4 %	0.7 %
Gender						
Woman	55.2 %	53.3 %	50.6 %	49.9 %	49.3 %	43.7 %
Man	42.7 %	45.9 %	47.1 %	47.9 %	48.1 %	55.7 %
Transgender	0.0 %	0.5 %	0.6 %	0.5 %	0.6 %	0.0 %
Non-binary/Nonconforming	1.1 %	0.2 %	1.0 %	1.3 %	1.0 %	0.3 %
Open-text Entry	0.2 %	0.0 %	0.1 %	0.0 %	0.0 %	0.0 %
Prefer/Chose Not to Respond	0.8 %	0.0 %	0.5 %	0.5 %	1.0 %	0.3 %

egocentric bias (Epley et al., 2004) further suggest that these different assessments are likely to occur in a predictable direction—namely, in the direction of *overestimating* consenters' experience of consent.

Notably, while there are surely cases in which solicitors of consent seek to attain compliance or acquiescence at any cost and are thus malevolently motivated to obfuscate consenters' understanding of the terms of an agreement, there are also undoubtedly numerous scenarios in which solicitors hope to establish long-term, trusting relationships with consenters and are thus motivated to establish genuine consent. As our opening examples illustrate, solicitors ignore consenters' subjective feelings of consent at their own peril. In the current research, we focus specifically on situations in which solicitors have benevolent intentions but nonetheless end up overestimating consenters' feelings of consent due to several psychological biases.

A benevolently motivated solicitor is likely to believe that being forthcoming about both the desirable and undesirable terms of an agreement is the right thing to do for the sake of honesty and for maintaining a consenter's autonomy. In other words, a solicitor is likely to feel as if they are being highly transparent and above-board when disclosing the terms of an agreement. Overgeneralizing from their own experience, as egocentric bias would predict, solicitors may subsequently fail to recognize how opaque and disconcerting these terms may appear to the consenter in the moment (Epley et al., 2004; Epley & Gilovich, 2006; Eyal et al., 2018).

If the consenter then agrees to those terms, the consenter's actions are likely to confirm the solicitor's perception that the consenter felt informed enough to do so. According to the correspondence bias, people tend to infer others' internal states, such as their intentions and desires, from their behaviors (Gilbert & Malone, 1995; Han et al., 2023; Jones & Harris, 1967; Kruse & Degner, 2021). An observer who witnesses another person's behavioral agreement, e.g., their compliance with a request or the act of signing a document, may therefore erroneously infer from that person's behavior a subjective feeling of consent.

We theorize that solicitors' overgeneralization of their own subjective experience coupled with their observation of consenters' behavioral agreement will lead solicitors to overestimate how informed consenters truly feel. Such a finding would identify a novel pathway through which people systematically overestimate consent.

In line with this theorizing, we propose the following hypotheses:

H_1: Solicitors of consent overestimate consenters' subjective experience of consent.
H_2: Solicitors of consent overestimate the degree to which consenters feel informed of the terms to which they are agreeing.
H_3: The predicted difference between solicitors' and consenters' perceptions of consent is mediated by the predicted difference between solicitors' and consenters' perceptions of the informed nature of the agreement.

4. Organizational implications of overestimating informed consent

Feeling as if one does not fully understand the terms and conditions of their employment—that is, feeling as if one did not truly consent—can lead employees to hold negative perceptions of the organization. This may lead to higher voluntary turnover rates, which can be costly for organizations (Allen et al., 2010; Dess & Shaw, 2001; Park & Shaw, 2013; Sajjadiani et al., 2023).

For example, employees who feel a lack of role clarity are more likely to leave the organization (Allen et al., 2010; Earnest et al., 2011; Lankau & Scandura, 2002; Meglino & DeNisi, 1988). Conversely, receiving accurate information about their job upfront can help employees to better calibrate their expectations to their actual experiences, which is associated with lower voluntary turnover rates (Allen et al., 2003; Griffeth et al., 2000; Griffeth & Hom, 2001; Hom et al., 1998; Rubenstein et al., 2017).

Similarly, employees who do not feel informed of their roles and responsibilities are unlikely to feel they have much choice or ability to influence their outcomes, critical components of empowerment (Liu et al., 2011; Seibert et al., 2011; Sessions et al., 2021; Spreitzer, 1995). Questionably solicited consent may lead individuals to perceive their organization as less fair (Colquitt et al., 2005). And being asked to agree to a supervisor's requests without feeling fully informed is likely to erode positive relationships with one's supervisor (Bakker et al., 2014; Bakker & Demerouti, 2007; Christian et al., 2011). Each of these factors—a lack of empowerment, perceptions of unfairness, and low-

quality relationships with supervisors—have been shown to predict voluntary turnover.

Critically, solicitors may be oblivious to these potential negative outcomes as a result of overestimating consenters' feelings of consent. This may lead solicitors to be overconfident about consenters' intentions to stay with the organization.

In line with this theorizing, we propose the following hypotheses:

H_4: Solicitors underestimate consenters' voluntary turnover intentions.

H_5: Differences in solicitors' and consenters' perceptions of voluntary turnover intentions are driven by a serial mediation model with perceptions of the informed nature of the agreement leading to perceived consent.

5. Overview of studies

To test Hypotheses 1–5, we conducted six pre-registered studies (N = 2,993) reported in the main text (Studies 1–4) and eight supplemental pre-registered studies (N = 4,406) reported in the Supplemental Online Materials (SOM; Supplemental Studies 1–6). In Study 1, we test the primary hypothesis (H_1), examining whether solicitors overestimate consenters' subjective experience of consent in a real-time interaction study. In Studies 2a–2c, we replicate and extend the findings from Study 1, testing the hypothesized effects by manipulating participants' perspectives and stimulus sampling a variety of workplace agreements in a series of controlled vignette experiments. In these vignette experiments, we examine whether the effect is specific to the role of the solicitor or if neutral observers demonstrate a similar bias, and we rule out the possibility that perceptions of voluntariness fully account for the observed perspective differences in subjective consent between solicitors and consenters. In Study 3, we strengthen causal inference for our proposed mediating variables' effect on the predicted outcomes by utilizing a causal chain design (Spencer et al., 2005). In this design, we manipulate participants' felt understanding and assess its influence on turnover intentions while keeping actual informedness (i.e., the information provided) constant. Finally, in Study 4, we survey actual employees and hiring managers to provide additional validity for the important role of subjective consent in real-world organizational contexts.

6. Statement of transparency and openness

In all studies, sample size was determined before data collection, and all analyses were performed after data collection was completed. We report all variables, manipulations, measures, data exclusions, and sample size rationales. All data, code, and materials are available on the Open Science Framework (OSF; https://osf.io/eyg7h/?view_only=4310d3308dd94b6392fd8477af1cbc29). Pre-registrations can be found on aspredicted.org and are linked throughout the manuscript. We describe any deviations from our pre-registrations in the footnotes in the main text and report all pre-registered results (either in the main text or in the SOM).

7. Study 1: Perspective differences in judgments of consent in a real-time interaction study

In Study 1, we test the primary hypothesis (H_1), examining whether solicitors overestimate consenters' subjective experience of consent in a live interaction experiment in which pairs of solicitors and consenters are matched in real time in an incentive-compatible design. In this study, we simulate a microcosm of an actual business relationship in which someone receives profits and then distributes them. We then measure both parties' perceptions of the extent to which the recipient of this distribution of profits feels they consented to the distribution offer. Importantly, all participants in this study receive a net gain (in the form of a bonus), and participants randomly assigned to the role of a consenter are given the option to agree or refuse.

7.1. Method

7.1.1. Participants

We recruited 1,468 participants via CloudResearch[1] (see Table 1 for demographic information). Here, and in all subsequent studies, participants were compensated for participating. Following our pre-registered exclusion criteria, we excluded participants who did not agree to the allocation (n = 56, 3.6 %)[2], failed at least one of the two simple comprehension/attention checks (n = 143, 9.7 %), or indicated considerable suspicion that their partner was not a human (any responses below −50 on a sliding scale from −100 *definitely a bot* to +100 *definitely a human*; n = 363, 24.7 %).[3] We stopped data collection as soon as we obtained 400 observations (200 dyads) after applying the exclusion criteria as pre-registered. Attrition rates did not significantly differ by condition for either the attention check exclusions, p = 0.643, or for the bot suspicion exclusions, p = 0.939 (see the SOM for details). As noted in the pre-registration, due to the method of collecting data, several additional observations were collected, resulting in a final sample containing 478 responses (239 matched pairs). However, the results remain the same when restricting the sample to the first 400 observations (see the SOM for details). In this study (and all subsequent studies), we aimed for a sample size of 200 participants in each experimental condition with the goal of achieving adequate statistical power (~80 %) to detect a small- to medium-sized effect. This study (including the exclusion criteria and sample size) was pre-registered at aspredicted.org (#164956).

7.1.2. Procedure

Participants were randomly assigned to one of two conditions (consenter or solicitor) and matched in real-time using the Qualtrics extension SMARTIQS (Molnar, 2019) via Cloudresearch.

All participants were first presented with identical information describing the task. They were told that they would be matched with another person for the duration of the study; one would be assigned "Participant A" (the solicitor condition) and the other "Participant B" (the consenter condition). Participants were instructed that Participant A would distribute $1.00 between themselves and Participant B. They could choose to allocate any amount to the other participant, from one cent to the entire dollar. Whatever amount they did not allocate to Participant B, they would keep. Then, participants read that Participant B would receive the allocation offer from Participant A. Participant B could agree to the allocation offer and receive the offered amount or reject it and get nothing.

After reading the instructions, participants entered the matching window—waiting up to 2–minutes for another participant to join. If another participant failed to join within the 2–minute timeframe, the (unmatched) participant was thanked, given a pro-rated payment for their time, and asked to exit the survey. Out of the participants who entered the survey, 96 % were successfully matched (as indicated in the pre-registration, participants needed to be successfully matched in real-time). Critically, the matching procedure took place prior to

[1] Pre-registered eligibility criteria: Participants must reside in the United States, have an approval rating of 95% or greater, and completed at least 100 HITs. Participants had to pass an imaged-based CAPTCHA (Completely Automated Public Turing Test to Tell Computers and Humans Apart) before completing the consent form, could only complete the experiment once, had to be successfully matched in real-time, and complete the full study.

[2] These dyads also failed the simple comprehension/attention checks.

[3] We did not anticipate that we would have to exclude so many participants. Thus, we explore these results in the SOM, which reveals the results remain the same with *much* less strict exclusion criteria (suspicion below −99 instead of −50).

randomization.

Next, participants assigned to the solicitor condition ("Participant A") were asked to use a sliding scale (1–100) to indicate how many cents to allocate to Participant B (their matched pair). Subsequently, the participants in the consenter condition ("Participant B") were presented with the allocation offer and asked to indicate whether they agreed to the offer (yes/no). Participants were then asked to fill out the primary dependent variable measures and several demographic questions. Note that there was no deception in this study. Both participants were matched with actual human beings and received bonus payments following the rules of the game.

The primary dependent variable was participants' ratings of the degree of consent (solicitors: "To what extent do you feel that Participant B truly consented to your offer?" 0 = *not at all*; 100 = *completely*; consenters: "To what extent do you feel that you truly consented to Participant A's offer?" 0 = *not at all*; 100 = *completely*).[4]

7.2. Results

7.2.1. Perceived consent

As predicted, and in support of the primary hypothesis (H_1), solicitors ($M = 82.41$, $SD = 24.42$) overestimated consenters' ($M = 75.83$, $SD = 33.03$) subjective experience of consent, $t(238) = 2.63$, $p = 0.009$, $d = 0.23$, 95 % CI [0.05, 0.40].[5]

7.3. Exploratory analyses

7.3.1. Robustness to "fair" allocations

The majority of dyads (64.4 %) arrived at a 50/50 split or a "fair" allocation (see the SOM for a breakdown of allocation split rates). To further investigate the observed difference in perceived consent between solicitors and consenters, we examined whether this difference persists specifically in cases where dyads arrived at a 50/50 split or "fair" allocation. Even when allocation rates were 50/50, solicitors ($M = 89.14$, $SD = 16.26$) overestimated consenters' ($M = 82.10$, $SD = 27.62$) subjective experience of consent, $t(153) = 2.66$, $p = 0.009$, $d = 0.31$, 95 % CI [0.08, 0.55].

7.3.2. Robustness to changes in payoff difference

We also conducted a mixed-model analysis to further explore the effects of perspective condition (consenter = 0, solicitor = 1), payoff difference, and their interaction on perceived consent. This analysis revealed a significant main effect of perspective condition, $b = 6.77$, $SE = 2.70$, $t(474) = 2.51$, $p = 0.012$, indicating that solicitors overestimated consenters' subjective experience of consent. Additionally, there was a significant main effect of payoff difference, $b = -0.30$, $SE = 0.05$, $t(474) = -5.67$, $p < 0.001$, showing that perceived consent decreased for *both* perspectives as the difference in payoffs increased. However, the interaction between perspective condition and payoff difference did not reach statistical significance, $b = -0.01$, $SE = 0.07$, $t(474) = -0.19$, $p = 0.848$. These results suggest that the difference in perspective does not vary significantly with changes in payoff difference. In other words, although both solicitors and consenters lower their ratings of consent when payoff differences increase, solicitors' tendency to overestimate consenters' subjective experience of consent appears robust, remaining consistent across the different levels of payoff differences observed.

7.4. Discussion

In line with our predictions and supporting the primary hypothesis (H_1), solicitors of consent overestimated consenters' subjective experience of consent. This overestimation remained robust across the different levels of payoff difference observed, even in cases where the allocation was 50/50 or "fair" (which reflected the majority of allocation splits). Importantly, Study 1 allowed us to test and find support for the primary hypothesis in a live behavioral interaction experiment, in which participants were paired in real time and engaged in synchronous interactions within a design that incentivized their participation. Additionally, every participant received a net benefit, and those randomly assigned to the consenter role were presented with an actual choice to accept or decline, enabling the observation of genuine agreement decisions and corresponding perceptions (and experiences) of consent. From here, we test the hypothesized effects by manipulating participants' perspectives in a series of stimulus-sampled workplace agreement scenarios.

8. Studies 2a–2c: Perspective differences in judgments of consent in controlled vignette experiments

In Studies 2a–2c, we experimentally manipulate participants' perspectives as solicitors or consenters (or observers) across a series of workplace vignettes, stimulus sampled for robustness. In Study 2a, we conceptually replicate the results of Study 1, examining whether solicitors overestimate consenters' subjective experience of consent to workplace agreements. In Study 2b, we examine if neutral observers, in addition to solicitors, demonstrate a similar bias, helping to rule out the possibility that our earlier findings were driven by motivated reasoning (also see Supplemental Studies 1 and 2b in the SOM). In Study 2c, we directly measure and test the hypothesized mechanism, perceptions of informedness. We also measure and test perceptions of voluntariness as a simultaneous mechanism to rule out the alternative explanation that perspective differences in voluntariness fully explain perspective differences in subjective consent between solicitors and consenters (i.e., ensuring perceived informedness is indeed an additional pathway that leads solicitors to overestimate consenters' subjective experience of consent).

9. Study 2a: Comparing consenters to solicitors

9.1. Method

9.1.1. Participants

We recruited 401 participants via CloudResearch. To promote data quality, and as pre-registered, in this study and all subsequent studies,

[4] Note that measures of informedness and voluntariness were also included in this study, but predictions on these measures were not pre-registered, and were treated as exploratory. The decision to focus on the main dependent variable of consent in this study was the result of the procedural measures that were taken to assure participants that they were in fact interacting with another human being. In pilot tests, it was found that many participants suspected deception, though there was none, and believed they were interacting with a bot. It was critical for understanding subjective consent that participants understood they were interacting with an actual human. Thus, it was emphasized several times throughout the study instructions that there was absolutely zero deception. The downside of emphasizing the completeness and transparency of the information provided in this study is that participants may have interpreted questions about informedness to be comprehension checks of their understanding of this fact, and may thus have been reluctant to indicate anything other than feeling completely informed. For these reasons, only the main effect of consent was pre-registered, but for the sake of transparency, the results of the exploratory items are reported in the SOM.

[5] Although a paired-samples *t*-test was pre-registered, for robustness, the analysis was also conducted using a linear mixed model with random intercepts for group ID and fixed effects for condition as an alternative way to account for interdependence at the dyadic level, which revealed the same results (see the SOM for details). Also statistically significant differences on the exploratory variables, informedness and voluntariness, were not found. Consistent with the concern above about participants interpreting the informedness items as a comprehension check, both solicitors' and consenters' responses were above 90 on a 1–100 scale, whereas participants' responses to both the consent and voluntariness items did not appear to show the same kind of ceiling effect. The full results on these items are reported in the SOM.

we restricted participation to the United States and required participants to pass an imaged-based CAPTCHA (Completely Automated Public Turing Test to Tell Computers and Humans Apart) before completing the consent form. We also restricted participants who had taken related studies from our lab, were not fluent in English (since the studies were conducted in English), and held less than a 95 % approval rating. This study was pre-registered at aspredicted.org (#103585).

9.1.2. Design

We employed a 2 (perspective: consenter, solicitor) × 4 (agreement domain: workplace travel request, workplace surveillance, medical procedure, legal agreement) mixed design with perspective as a between-subjects factor and domain as a within-subjects factor.

9.1.3. Procedure

We presented participants with four workplace scenarios (counterbalanced) written from the perspective to which they were assigned (solicitor or consenter). The scenarios involved a variety of workplace agreements with undesirable terms that participants may feel conflicted about consenting to, but are nonetheless common, including (a) agreeing to travel for work to meet with clients, (b) agreeing to workplace surveillance, (c) agreeing to elective surgery that is not covered by insurance, and (d) agreeing to hire a legal attorney with high legal fees (see Table 2 for an example).

The primary dependent variable was participants' ratings of the degree of consent (solicitors: "To what extent did [Riley/Taylor/Jesse/Alex] consent to [domain]?" 1 = *not at all*; 7 = *completely*; consenters: "To what extent did you consent to [domain]?" 1 = *not at all*; 7 = *completely*).

9.2. Results

As predicted and in support of Hypothesis 1, solicitors ($M = 6.04$, $SD = 1.05$) overestimated consenters' ($M = 5.57$, $SD = 1.43$) subjective experiences of consent, $t(399) = 3.72$, $p < 0.001$, $d = 0.37$, 95 % CI [0.17, 0.57]. This result emerged for every scenario individually (see Fig. 1).[6]

9.3. Discussion

Study 2a provides additional support for Hypothesis 1. Across four different workplace agreement domains, solicitors of consent consistently overestimated consenters' subjective experience of consent.

10. Study 2b: Conceptual replication with neutral observers

In Study 2b, we examine whether neutral observers, not just consent solicitors, also overestimate consenters' feelings of consent. Although consent solicitors may be motivated to believe that they appropriately informed a consenter, a neutral observer would not have the same motivation. Thus, if neutral observers also show this bias, it would suggest this effect is likely to emerge even when someone is genuinely trying to make an accurate judgment about how the consenter feels and whether the interaction was truly consensual, rather than simply being an artifact of self-serving bias.

Table 2
Sample vignettes used in Study 2a.

Perspective: Solicitor Agreement Domain: Medical Procedure	Perspective: Consenter Agreement Domain: Medical Procedure
You are a doctor. Your patient, Alex, has been in physical therapy for ankle pain and is contemplating undergoing elective surgery to repair the tendon. Before they have the surgery you disclose several undesirable terms of the surgery. Specifically, you tell Alex that their insurance will not cover the procedure and they will need to pay out of pocket. Despite these undesirable terms, Alex agrees to have the surgery.	You are a patient. You have been in physical therapy for ankle pain and are contemplating undergoing elective surgery to repair the tendon. Before you have the surgery your doctor discloses several undesirable terms of the surgery. Specifically, your doctor tells you that your insurance will not cover the procedure and you will need to pay out of pocket. Despite these undesirable terms, you agree to have the surgery.

Note. This table contains an example vignette of the full 2 (perspective: consenter, solicitor) × 4 (agreement domain: workplace travel request, workplace surveillance, legal agreement, medical procedure) Study 2a design. For the full list of all scenarios, please see OSF.

10.1. Method

10.1.1. Participants

We recruited 804 participants via CloudResearch. This study was pre-registered at aspredicted.org (#154357).[7]

10.1.2. Design

We employed a 3 (perspective: consenter, observer, solicitor) × 4 (agreement domain: workplace surveillance, workplace travel request, workplace legal arbitration agreement, medical procedure) mixed design with perspective as a between-subjects factor and domain as a within-subjects factor.

10.1.3. Procedure

We presented participants with four workplace scenarios (counterbalanced) written from the perspective to which they were assigned (solicitor, observer, or consenter). As in Study 2a, the scenarios involved a variety of workplace agreements with undesirable terms that participants may feel conflicted about consenting to, but are nonetheless common, including (a) agreeing to workplace surveillance, (b) agreeing to travel for work to meet with clients, (c) agreeing to a workplace legal arbitration agreement, and (d) agreeing to elective surgery that is not covered by insurance (see Table 3 for an example). We used the same dependent variable measure used in Study 2a.

10.2. Results

Table 4 shows the descriptive statistics by condition of the dependent variable. In support of Hypothesis 1 and replicating previous studies, solicitors overestimated consenters' subjective experience of consent $t(801) = 2.91$, $p = 0.004$, $d = 0.25$, 95 % CI [0.08, 0.42]. New and critical to this study, neutral observers also overestimated consenters' subjective experience of consent, $t(801) = 2.74$, $p = 0.006$, $d = 0.24$, 95 % CI [0.07, 0.41].[8]

[6] Although we pre-registered an independent samples *t*-test, we conducted a follow-up robustness analysis to control for the effect of scenario in a 2 (Perspective) × 4 (Agreement Domain) linear mixed-model with random intercepts for participant ID. This analysis revealed a main effect of perspective, $F = 13.84$, $p < 0.001$, $\eta_p^2 = 0.03$, and domain, $F = 36.62$, $p < 0.001$, $\eta_p^2 = 0.08$, and an interaction that did not reach significance, $F = 1.04$, $p = 0.375$, $\eta_p^2 = 0.00$.

[7] We pre-registered and intended to open the study to 600 participants, but the study was inadvertently opened to 800 participants. Thus, we report the results with the full sample, but the results remain the same when we restrict the sample to the first 600 participants (see the SOM for details).

[8] Although we pre-registered the analyses above, we conducted a follow-up robustness analysis to control for the effect of scenario in a 2 (Perspective) × 4 (Agreement Domain) linear mixed-model with random intercepts for participant ID. This analysis revealed a main effect of perspective, $F = 5.32$, $p = 0.005$, $\eta_p^2 = 0.01$, and domain, $F = 71.31$, $p < 0.001$, $\eta_p^2 = 0.08$, and an interaction that did not reach significance, $F = 1.30$, $p = 0.235$, $\eta_p^2 = 0.00$.

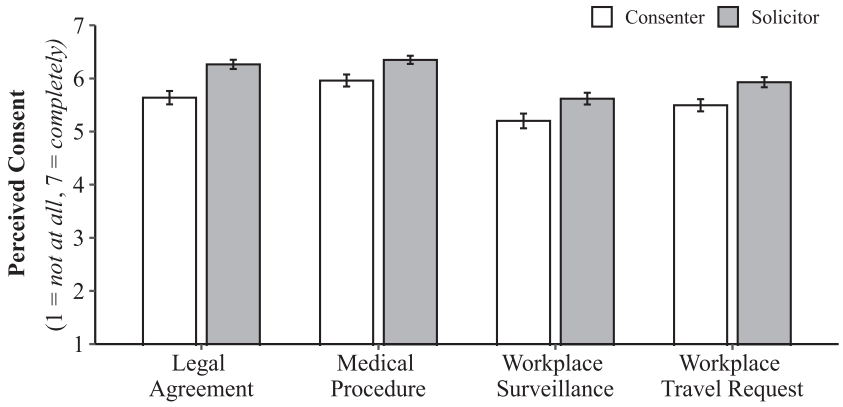


Fig. 1. Perceived consent per condition in Study 2a.

Table 3
Sample vignettes used in Study 2b.

Perspective: Solicitor Agreement Domain: Workplace Surveillance	Perspective: Observer Agreement Domain: Workplace Surveillance	Perspective: Consenter Agreement Domain: Workplace Surveillance
A new employee, Taylor, starts working at your company. As part of their onboarding, you ask Taylor to download an app on their phone that allows the company to monitor their location.	A new employee, Taylor, starts working at a company. As part of their onboarding, Taylor is asked to download an app on their phone that allows the company to monitor their location.	You start working at a new company. As part of your onboarding, you are asked to download an app on your phone that allows the company to monitor your location.
Taylor makes it clear that they would prefer to only download the app if the company only monitors their location while they are on-site (i.e., on company property). You inform Taylor that the app will, in fact, monitor Taylor's location on and off company property. Despite this, Taylor still agrees to download the app on their phone.	Taylor makes it clear that they would prefer to only download the app if the company only monitors their location while they are on-site (i.e., on company property). The company representative informs Taylor that the app will, in fact, monitor Taylor's location on and off company property. Despite this, Taylor still agrees to download the app on their phone.	You make it clear that you would prefer to only download the app if the company only monitors your location while you are on-site (i.e., on company property). The company representative informs you that the app will, in fact, monitor your location on and off company property. Despite this, you still agree to download the app on your phone.

Note. This table contains an example vignette of the full 3 (perspective: consenter, observer, solicitor) × 4 (agreement domain: workplace surveillance, workplace legal arbitration agreement, workplace travel request, medical procedure) Study 2b design. For the full list of all scenarios, please see OSF.

10.3. Discussion

In Study 2b, we replicated the results from Studies 1 and 2a with neutral observers of agreements in addition to solicitors of agreements. We found that neutral observers also overestimated consenters' subjective experiences of consent across four different workplace agreement domains. This evidence helps to rule out motivated reasoning as an explanation for the perspective differences in our studies. Neutral observers, unlike solicitors, should not be motivated to view themselves as having done their job effectively, which could bias solicitors' judgments of these agreements as more consensual. Thus, the results of Study 2b suggest this effect is likely to occur when an individual sincerely attempts to perceive a consenter's subjective experience of consent accurately rather than simply being a result of self-serving bias.

Table 4
Descriptive and inferential statistics for Study 2b.

	Solicitors *M* (*SD*)	Observers *M* (*SD*)	Consenters *M* (*SD*)	*F*	*p*	η^2
Perceived consent	5.96 (1.01)[a]	5.94 (1.08)[a]	5.67 (1.37)[b]	5.32	0.005	0.01

Note. $N = 804$; Statistically significant differences in each row according to planned contrasts ($p < 0.05$) are indicated by superscripts.

11. Study 2c: Mediation by perceived informedness and voluntariness

In Study 2c, we directly examine our hypothesized mechanism: perceptions of the informed nature of the agreement. Specifically, we test the prediction that solicitors overestimate consenters' subjective experience of consent because they overestimate the extent to which consenters felt informed. Importantly, we also measure perceptions of voluntariness as a simultaneous mechanism to rule out the potential alternative that differences in perceived voluntariness *fully* account for perspective differences in judgments of consent between solicitors and consenters.

11.1. Method

11.1.1. Participants

We recruited 401 participants via CloudResearch. This study was pre-registered at aspredicted.org (#167658).

11.1.2. Design

We employed a 2 (perspective: consenter, solicitor) × 4 (agreement domain: workplace surveillance, workplace travel request, legal workplace arbitration agreement, medical procedure) mixed design with perspective as a between-subjects factor and domain as a within-subjects factor.

11.1.3. Procedure

We presented participants with four workplace scenarios (counterbalanced) written from the perspective to which they were assigned (solicitor or consenter). As in Studies 2a and 2b, the scenarios involved a variety of workplace agreements with undesirable terms that participants may feel conflicted about consenting to but are nonetheless common, including (a) agreeing to workplace surveillance, (b) agreeing to travel for work to meet with clients, (c) agreeing to a legal workplace arbitration agreement, and (d) agreeing to elective surgery that is not covered by insurance (see Table 5 for an example).

The primary dependent variable was participants' ratings of the degree of consent (solicitors: "To what extent did [Alex/Taylor/Jesse/

Table 5
Sample vignettes used in Study 2c.

Perspective: Solicitor Agreement Domain: Legal Workplace Arbitration	Perspective: Consenter Agreement Domain: Legal Workplace Arbitration
Skylar recently received a job offer from your company. As part of the onboarding process, you ask Skylar to sign a mandatory arbitration agreement.	You recently received a job offer from a company. As part of the onboarding process, the company asks you to sign a mandatory arbitration agreement.
Skylar makes it clear that they prefer to only sign the mandatory arbitration agreement if they can maintain the right to retain an attorney in the case that a mandatory arbitration takes place.	You make it clear that you prefer to only sign the mandatory arbitration agreement if you can maintain the right to retain an attorney in the case that a mandatory arbitration takes place.
You inform Skylar that if they sign the mandatory arbitration agreement the way it is written, Skylar will, in fact, sign away their right to retain an attorney.	The company representative informs you that if you sign the mandatory arbitration agreement the way it is written, you will, in fact, sign away your right to retain an attorney.
Despite this, Skylar still agrees to sign the mandatory arbitration agreement.	Despite this, you still agree to sign the mandatory arbitration agreement.

Note. This table contains an example vignette of the full 2 (perspective: consenter, solicitor) × 4 (agreement domain: workplace surveillance, workplace travel request, legal workplace arbitration agreement, medical procedure) Study 2c design. For the full list of all scenarios, please see OSF.

Skylar] consent to [domain]?" 1 = *not at all*; 7 = *completely*; consenters: "To what extent did you consent to [domain]?" 1 = *not at all*; 7 = *completely*). We also measured participants' perceptions of the informed nature of the agreement (solicitors: "To what extent does [Alex/Taylor/Jesse/Skylar] know what they are agreeing to?" 1 = *not at all*; 7 = *completely*; consenters: "To what extent do you know what you are agreeing to?" 1 = *not at all*; 7 = *completely),* and their perceptions of the voluntary nature of the agreement (solicitors: "To what extent does [Alex/Taylor/Jesse/Skylar] feel pressure to comply?" 1 = *not at all*; 7 = *completely*; consenters: "To what extent do you feel pressure to comply?" 1 = *not at all*; 7 = *completely*).

11.2. Results

11.2.1. Perceived consent

As predicted and in support of Hypothesis 1, solicitors ($M = 6.08$, $SD = 0.98$) overestimated consenters' ($M = 5.80$, $SD = 1.24$), subjective experience of consent, $t(399) = 2.51$, $p = 0.012$, $d = 0.25$, 95 % CI [0.05, 0.45].[9]

11.2.2. Perceived informedness

Additionally, as predicted and in support of Hypothesis 2, solicitors ($M = 6.25$, $SD = 0.91$) overestimated consenters' ($M = 6.05$, $SD = 1.04$), feelings of informedness, $t(399) = 2.10$, $p = 0.037$, $d = 0.21$, 95 % CI [0.01, 0.41].[10]

11.2.3. Perceived voluntariness

Additionally, solicitors ($M = 4.96$, $SD = 1.12$) underestimated consenters ($M = 5.35$, $SD = 1.00$) felt pressure to comply, $t(399) = -3.74$, $p < 0.001$, $d = -0.37$, 95 % CI [-0.57, −0.18].[11]

11.2.4. Mediation

We ran a parallel mediation analysis using the Hayes (2018) bootstrapping procedure (with 10,000 iterations) to test the hypothesized mechanism, perceptions of the informed nature of the agreement (H_3), and perceptions of the voluntary nature of the agreement as simultaneous mediators of the relationship between perspective (solicitor vs. consenter) and perceived consent (see Fig. 2).[12] As predicted and in support of Hypothesis 3, the bootstrapped confidence interval revealed that the indirect effect through perceived informedness reached significance, *indirect effect* = 0.13, $SE = 0.07$, 95 % CI [0.01, 0.27], even when including perceived voluntariness as a simultaneous mechanism, which also reached significance, *indirect effect* = 0.03, $SE = 0.02$, 95 % CI [0.00, 0.07].[13]

11.3. Discussion

Replicating and extending previous studies, in Study 2c, we found that solicitors of agreements overestimated consenters' subjective experience of consent (H_1) because they overestimated the extent to which consenters felt their agreement was informed (H_2 and H_3) and voluntary. Importantly, even when we included perceptions of the voluntary nature of the agreement as a simultaneous mechanism, perceptions of the informed nature of the agreement also mediated the relationship between perspective (solicitor, consenter) and perceived consent. Thus, it seems that perceptions of the informed nature of the agreement (i.e., the extent to which consenters feel and are perceived to feel they understand the terms of the agreement) is an additional pathway that leads solicitors to overestimate consenters' subjective experience of consent.

12. Study 3: Causal chain design

In Study 3, we strengthen causal inference for our proposed mediational variable on the hypothesized downstream consequences employing a causal chain design (Spencer et al., 2005). Specifically, we manipulate our hypothesized mediator—felt understanding—while holding the actual information participants receive constant. We then measure the impact of increased versus decreased feelings of understanding on turnover intentions.

12.1. Method

12.1.1. Participants

We recruited 509 participants via CloudResearch. This study was pre-registered at aspredicted.org (#187689).

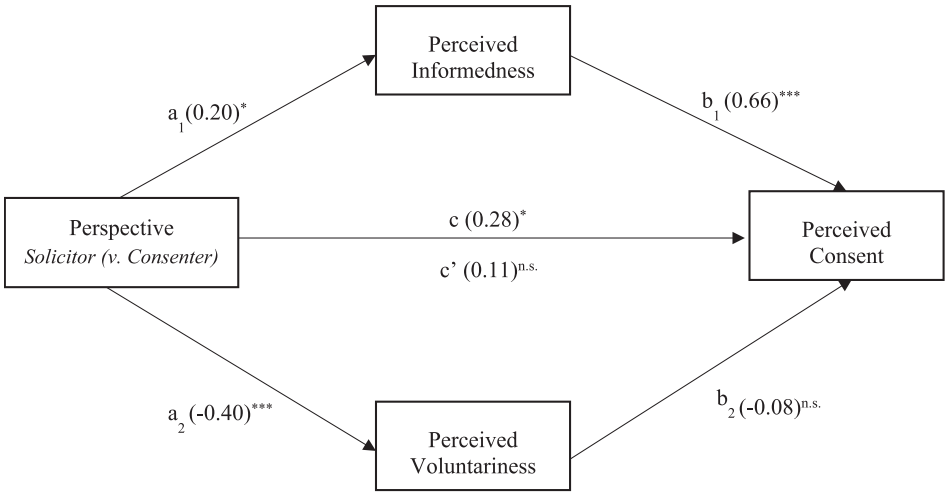
[9] Although we pre-registered the analyses above, we conducted a follow-up robustness analysis to control for the effect of scenario in a 2 (Perspective) × 4 (Agreement Domain) linear mixed-model with random intercepts for participant ID. This analysis revealed a main effect of perspective, $F = 6.30$, $p = 0.012$, $\eta_p^2 = 0.02$, and domain, $F = 64.70$, $p < 0.001$, $\eta_p^2 = 0.14$, and an interaction that did not reach significance, $F = 0.59$, $p = 0.624$, $\eta_p^2 = 0.00$.

[10] Although we pre-registered the analyses above, we conducted a follow-up robustness analysis to control for the effect of scenario in a 2 (Perspective) × 4 (Agreement Domain) linear mixed-model with random intercepts for participant ID. This analysis revealed a main effect of perspective, $F = 4.40$, $p = 0.037$, $\eta_p^2 = 0.01$, and domain, $F = 21.85$, $p < 0.001$, $\eta_p^2 = 0.05$, and an interaction that did not reach significance, $F = 2.04$, $p = 0.106$, $\eta_p^2 = 0.00$.

[11] Although we pre-registered the analyses above, we conducted a follow-up robustness analysis to control for the effect of scenario in a 2 (Perspective) × 4 (Agreement Domain) linear mixed-model with random intercepts for participant ID. This analysis revealed a main effect of perspective, $F = 4.77$, $p = 0.030$, $\eta_p^2 = 0.01$, and domain, $F = 7.82$, $p < 0.001$, $\eta_p^2 = 0.02$, and a significant interaction, $F = 14.14$, $p < .001$, $\eta_p^2 = 0.03$, which seemed to be driven by the medical procedure scenario in which consenters reported feeling less pressure to comply than solicitors perceived.

[12] We did not treat perceived voluntariness as a covariate in this model because we predicted it would also mediate the relationship between perspective (solicitor vs. consenter) and perceived consent. Thus, we treat both perceived informedness and voluntariness as simultaneous mechanisms.

[13] We also conducted additional mediation analyses using mixed models, which revealed the same pattern of results (see OSF).



Note. $^{*}p<.05$., $^{**}p<.01$, $^{***}p<.001$; Solicitor was coded as 1 and consenter as 0.

Fig. 2. Parallel mediation model for Study 2c.

12.1.2. Design

We employed a 2-cell between-subjects design in which participants were randomly assigned to only one of two conditions: increased or decreased felt understanding.

12.1.3. Procedure

First, participants were randomly assigned to condition. Then, all participants were presented with a consent form, which described the study in detail, broken up over several pages. Critically, all participants were presented with the same information about the study, holding objective informedness or actual understanding of the study details, constant. Participants *felt* understanding, however, was manipulated between conditions.

In both conditions, participants read prompts on each page of the consent form, but the content of the prompts differed between conditions. In the *increased felt understanding* condition, participants were told they were receiving all information about the study to ensure they felt they fully understood what they would be asked to agree to. In the *decreased felt understanding* condition, participants were told they were not receiving all information about the study (certain details were withheld) and they may not feel they fully understand all aspects of the study. After reading the consent form, participants felt understanding was measured with a three-item manipulation check ("To what extent do you feel that you understand what you are agreeing to?"; "To what extent do you feel informed of what you are agreeing to?"; "To what extent do you know what you are agreeing to?" 0 = *not at all*; 100 = *completely;* α = 0.98).

Next, participants completed a math puzzle task. Participants were presented with 30 math puzzles. For each puzzle, participants were presented with 12 numbers, and they had to select the two numbers that added up to 10 to solve the puzzle. Participants could solve as many puzzles as they wished without a time limit but could terminate the task anytime. To incentivize participation, two participants were randomly selected to receive a 5-cent bonus for each correctly solved puzzle.

After completing the math puzzle task, participants completed a measure of turnover intentions that consisted of one reverse-coded item ("To what extent would you be willing to complete another study?" 0 = *not at all*; 100 = *completely*). This item served as our primary dependent variable. They also completed several demographic questions and a debriefing form.

12.2. Results

12.2.1. Perceived informedness (manipulation check)

Our manipulation was successful. Participants in the increased felt understanding condition reported feeling more informed ($M = 95.01$, $SD = 12.52$) than participants in the decreased felt understanding condition ($M = 88.34$, $SD = 16.58$), $t(507) = 5.10$, $p < 0.001$, $d = 0.45$, 95 % CI [0.28, 0.63].

12.2.2. Turnover intentions

Importantly, and as predicted, participants in the increased felt understanding condition reported lower turnover intentions ($M = 23.84$, $SD = 33.71$) than participants in the decreased felt understanding condition ($M = 30.74$, $SD = 34.29$), $t(507) = -2.30$, $p = 0.020$, $d = -0.20$, 95 % CI [-0.38, −0.03].

12.3. Exploratory analyses

12.3.1. Performance

As exploratory analyses, we also examined performance on the math puzzle task. Although participants in the increased felt understanding condition both attempted more math puzzles ($M = 12.42$, $SD = 10.99$) and answered more math puzzles correctly ($M = 10.29$, $SD = 10.04$) than participants in the decreased felt understanding condition (attempted: $M = 10.67$, $SD = 10.76$; correct: $M = 9.00$, $SD = 9.57$), neither of these differences reached statistical significance (attempted: $t(507) = 1.80$, $p = 0.070$, $d = 0.16$, 95 % CI [-0.01, 0.34]; correct: $t(507) = 1.50$, $p = 0.100$, $d = 0.13$, 95 % CI [-0.04, 0.31]).

12.4. Discussion

Study 3 provided additional support for our hypothesized model through a causal chain design in which we manipulated our theorized mechanism. Holding objective informedness constant, we were able to manipulate participants' feelings of understanding. Participants in the increased felt understanding condition reported lower turnover intentions than participants in the decreased felt understanding condition.

13. Study 4: Surveys of employees and hiring managers

In Study 4, we move beyond controlled experimental paradigms to establish the subjective experience of consent as a "real-world"

phenomenon with potential consequences for organizations in samples of employees and hiring managers across a wide range of industries. First, we conducted two pilot studies (Supplemental Studies 4a and 4b; see the SOM for full details) using the critical incident methodology (Flanagan, 1954). Following a procedure used in previous research (e.g., Epley & Schroeder, 2014; Lee et al., 2019; Levine & Cohen, 2018), we recruited two samples: a sample of full-time employees and a sample of hiring managers.

In Supplemental Study 4a, we asked full-time employees ($n = 200$) to recall the information they received when accepting their current job and to rate how informed they felt about the terms and responsibilities of their current employment. They were then asked to assess the extent to which they felt they had truly consented to the terms of their employment upon signing, their current turnover intentions, and several organizational outcome variables. They were also asked to expand on their answers in several open-ended questions.

In Supplemental Study 4b, we asked hiring managers ($n = 199$) to reflect on their most recent hire and report how informed they perceived the new hire felt about the terms of their employment upon signing, as well as the perceived level of consent and organizational outcomes we asked the full-time employees. They were also asked to expand on their answers in several open-ended questions.

Results of these preliminary studies demonstrated that, for both employees and hiring managers, feelings of informedness were associated with greater feelings of consent, which were in turn related to positive organizational outcomes, including lower turnover intentions. Notably, however, there were critical differences in perceptions between employees and hiring managers. Out of 200 participating employees, only 20 % felt fully informed about the terms of their employment at the time of accepting their position, suggesting that employees across a wide variety of employment sectors may not feel fully informed of the terms of their employment and what their responsibilities will entail. Further, only 39 % of employees felt that they completely consented to the terms of their employment. When expanding on their answers to these questions in open-text responses, employees gave explanations such as, "I think they were unclear on exactly what they wanted me to do" (Participant 63), "…there is so much information to my current job, it is hard to cover all what is required" (Participant 13), and "There [wasn't enough time] to go in depth of the terms of my employment" (Participant 100).

On the other hand, out of 199 participating hiring managers, 52.3 % perceived that the person they most recently hired felt fully informed about the terms of their employment, and 65 % of the hiring managers we surveyed perceived that their most recent hire felt they completely consented to the terms and conditions of their employment. When expanding upon their answers to these questions in open-text responses, hiring managers gave explanations such as, "I was clear about the expectations and requirements" (Participant 173), "They are fully informed and know everything the job will entail so there is no confusion" (Participant 86), and "…we went over in great detail all aspects of the job" (Participant 29).

Given concerns with making direct comparisons between the two samples in Supplemental Studies 4a and 4b, these findings are preliminary. Thus, in Study 4, we aim to replicate this pattern of results in a single sample. We recruit another sample of hiring managers and employ the critical incidence methodology in a within-subject design with a two-week delay, following the procedure of Carnevale et al. (2021). The within-subject nature of this study allows us to make direct comparisons between hiring managers' perceptions of consent in their roles as both consenters *and* solicitors. We predicted that hiring managers would perceive greater consent when they recalled an incident in which they were in the role of *solicitor* as compared to a time they were in the role of *consenter*, and that perceptions of informedness would mediate this difference. We also examined whether hiring managers reported greater turnover intentions when recalling an instance of consent from the role of consenter versus solicitor.

13.1. Method

13.1.1. Participants

We recruited 400 hiring managers in the United States via Prolific. On average, they had worked for their current organization for 9.62 years ($SD = 7.69$) and were employed in a variety of industries (see the SOM for details). This study was pre-registered at aspredicted.org (#149565).

13.1.2. Procedure

Participating hiring managers were exposed to two within-subject conditions in random order, with a two-week interval between exposure ($n_{Time\ 1} = 400$; $n_{Time\ 2} = 300$; 75 % response rate). In one condition, participating hiring managers recalled a time when they were in the role of consenter. Specifically, they were asked to think back to when they decided to take their current job and to recall what information they had received and what they considered when they made the decision to accept. Next, they indicated whether they felt that they were *Completely*, *Mostly*, *A little*, *Mostly not*, or *Not at all* informed. After several open-text (filler) questions, they reported the extent to which they felt they truly consented to the terms of their current employment and to take on the tasks and responsibilities that they have in their current job on a 5-point Likert scale (1 = *Not at all*; 2 = *Very little*; 3 = *Somewhat*; 4 = *Mostly*; 5 = *Completely*). Finally, they filled out a three-item measure of turnover intentions (Ballinger et al., 2010; $\alpha = 91$).

In the other condition, participating hiring managers recalled a time when they were in the role of solicitor. Specifically, they were asked to think back to the last time they hired a new employee and to recall what information was provided about the job and the terms and conditions of the new hire's employment. Next, they indicated whether they felt that the new hire was *Completely*, *Mostly*, *A little*, *Mostly not*, or *Not at all* informed. After several open-text (filler) questions, they reported the extent to which they felt like the new hire truly consented to the terms of their employment and to take on the tasks and responsibilities of their employment on a 5-point scale (1 = *Not at all*; 2 = *Very little*; 3 = *Somewhat*; 4 = *Mostly*; 5 = *Completely*). Finally, they filled out a three-item measure of turnover intentions (Ballinger et al., 2010; $\alpha = 95$), which we adapted (as pre-registered) to measure participating hiring managers' perceptions of their most recent hires' turnover intentions.

13.2. Results

13.2.1. Perceived consent

As predicted and in support of Hypothesis 1, when participating hiring managers recalled a time in which they were in the role of solicitor ($M = 4.46$, $SD = 0.71$), they perceived the agreement to be more consensual than when they recalled being in the role of consenter ($M = 4.10$, $SD = 0.98$), $t(299) = 6.41$, $p < 0.001$, $d = 0.37$, 95 % CI [0.25, 0.49].

13.2.2. Perceived informedness

Additionally, as predicted and in support of Hypothesis 2, participating hiring managers perceived greater informedness when they recalled a time they were in the role of solicitor ($M = 4.26$, $SD = 0.71$), as compared to when they were in the role of consenter ($M = 3.80$, $SD = 0.96$), $t(299) = 8.67$, $p < 0.001$, $d = 0.50$, 95 % CI [0.38, 0.62].

13.2.3. Mediation

To test the hypothesized mechanism (H_3), we ran a simple mediation analysis using the Montoya and Hayes (2017) bootstrapping procedure (10,000 iterations) for within-subjects mediation (see Fig. 3). In support of Hypothesis 3, the bootstrapped confidence interval revealed that the indirect effect through perceived informedness reached significance, *indirect effect* = 0.24, $SE = 0.05$, 95 % CI [0.15, 0.33].

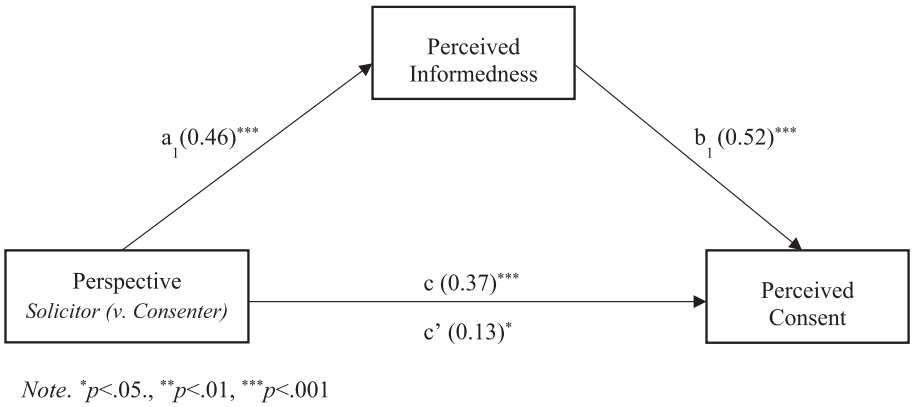


Fig. 3. Simple mediation model for Study 4.

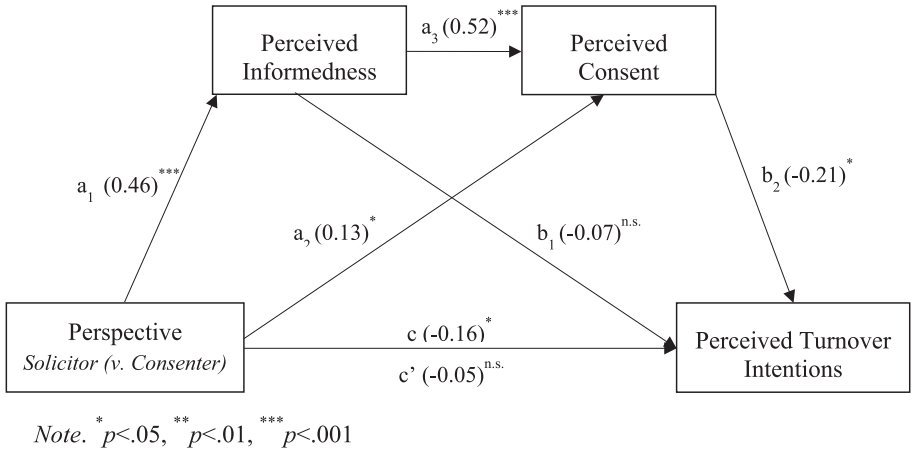


Fig. 4. Serial mediation model for Study 4.

13.2.4. Perceived turnover intentions

Also, as predicted and in support of Hypothesis 4, participating hiring managers reported lower perceived turnover intentions when they recalled being in the role of solicitor ($M = 1.98$, $SD = 1.03$), as compared to when they recalled being in the role of consenter ($M = 2.13$, $SD = 1.34$), $t(299) = -2.08$, $p = 0.038$, $d = -0.12$, 95 % CI [-0.23, −0.01].

13.2.5. Serial mediation

We also conducted a serial mediation analysis using the Montoya and Hayes (2017) bootstrapping procedure (10,000 iterations) for within-subjects mediation analysis to test Hypothesis 5 (see Fig. 4). Specifically, we hypothesized that the difference in participants' perceptions of turnover intentions when they were in the role of a solicitor compared to when they were in the role of a consenter would be driven by a serial mediation model with perceived informedness leading to perceived consent. In support of Hypothesis 5, the bootstrapped confidence interval revealed that the indirect effect through perceptions of the informed nature of the agreement and perceived consent reached significance, *indirect effect* = -0.05, $SE = 0.03$, 95 % CI [-0.107, −0.002].

14. Discussion

As predicted and in support of Hypotheses 1 and 2, participating hiring managers perceived hiring agreements to be more consensual and informed when they recalled a time when they were in the role of the solicitor of such an agreement as compared to when they recalled a time when they were in the role of the consenter to such an agreement. In support of Hypothesis 3, the difference in participants' perceptions of consent was mediated by the difference between perceptions of the informed nature of the agreement. Furthermore, in support of Hypothesis 4, participating hiring managers reported lower turnover intentions when they recalled a time they were in the role of solicitor as compared to when they recalled a time when they were in the role of consenter. Finally, in support of Hypothesis 5, the difference in participants' perceptions of turnover intentions seemed to be driven by a serial mediation model of perceived informedness leading to perceived consent. Collectively, the results of Supplemental Studies 4a–4b and Study 4 confirm that the subjective experience of consent constitutes a phenomenon applicable to the "real-world," bearing implications for organizations and the individuals within them.

15. General discussion

Across a series of studies using real-time interactions, hypothetical vignettes, a causal chain design in which we manipulated our mechanism, and surveys of actual hiring managers, we consistently found that solicitors of consent systematically overestimated consenters' subjective experience of consent. This perspective difference was the result of solicitors' tendency to overestimate the extent to which consenters feel fully informed of what they had agreed to, above and beyond their simultaneous tendency to overestimate how voluntarily consenters felt they had agreed (Sommers, 2020; Sommers & Bohns, 2019; Sommers & Bohns, 2024). We further found that this divergence between solicitors' and consenters' perceptions of consent led to downstream consequences for organizations—namely, it led solicitors of consent to underestimate consenters' subsequent turnover intentions.

16. Theoretical implications

The current research serves as a necessary starting point to begin conceptualizing and operationalizing the subjective experience of consent in organizational contexts and identifying its antecedents and consequences. Despite the essential role consent plays in organizations, there is a striking absence of organizational behavior research on consent (Bohns & Schlund, 2020). Our findings provide the first empirical evidence we know of documenting the consequential nature of the subjective experience of consent for organizations, above and beyond purely legal considerations (Bohns, 2022; Bohns & Schlund, 2020; Schlund et al., 2024). These studies demonstrate that even when the terms of an agreement meet the legal definition of informed consent, a consenting individual may not experience the agreement as consensual. That is, just because someone has *been* informed does not necessarily mean they *feel* informed, which may lead them to feel as if they did not truly consent to an agreement, despite what the law, outside observers, and solicitors may conclude.

While the topic of consent is relatively novel for the organizational behavior literature, it nonetheless relates to numerous classic topics in organizational behavior. For example, research on employee turnover has traditionally focused on a relatively narrow set of antecedents, such as job attitudes (e.g., job satisfaction), job facets (e.g., pay and promotion), and labor market forces (e.g., alternative employment opportunities) (Griffeth et al., 2000; Hom et al., 2017; Hom & Kiazad, in press; Hom & Kinicki, 2001), with a few notable exceptions (e.g., Rubenstein et al., 2017). This has led to calls for research to identify additional antecedents, particularly more distal antecedents to turnover (Hom & Kiazad, in press). The current research addresses this call, contributing to the literature on employee turnover, by identifying the failure to establish employees' subjective experience of consent as an additional driver of employee turnover.

Furthermore, in several supplemental studies, we find that feeling as if one has not truly consented to various workplace agreements can adversely impact employees' sense of trust and empowerment, organizational commitment, and job engagement. This means subjective consent may be linked to many more consequential organizational outcomes, such as job satisfaction (Dirks & Ferrin, 2002; Seibert et al., 2004; Wang & Lee, 2009), work performance (Colquitt et al., 2007; De Cremer et al., 2018; D'Innocenzo et al., 2016; Sessions et al., 2021), organizational citizenship behaviors (Seibert et al., 2011; Wat & Shaffer, 2005), and counter-productive workplace behaviors (Colquitt et al., 2007).

17. Practical implications

We opened with several examples of the practical consequences of overestimating actors' perceptions of consent, including Verizon New England employees' decisions to sue their company over legal agreements that nonetheless felt nonconsensual to the individuals who signed them and Taylor Swift's decision to compete with her former record label. Other examples of employee backlash in response to agreements that were made but ultimately did not feel consensual to those who agreed include drivers in the trucking industry who have dismantled equipment in response to intrusive surveillance they purportedly agreed to (Levy, 2022) and reality TV contestants' decisions to sue various networks over hastily administered legal agreements that felt nonconsensual to the individuals who signed them (Kamin, 2022; Schneider, 2022). In all these cases, organizations obtained legal consent but later found themselves embroiled in lawsuits and infighting with unhappy workers or clients.

All of this suggests that rather than simply continuing to fill contracts with boilerplate terms to address concerns about liability and ensuring that signatures are obtained on these contracts, organizations should also pay attention to ensuring that employees *feel* as if they truly understand what they are agreeing to and have genuinely consented. In Supplemental Study 6, we provide some initial evidence for one possible intervention, which is giving consenters additional time to process the terms of an agreement. Having adequate time to process—which is likely to be more time than solicitors assume—may help consenters feel more fully informed, given that people are often unable to fully process information under time constraints (Ariely & Zakay, 2001; Wright, 1974; Zakay, 1985). In addition to this possibility, there are likely other interventions that future work should aim to identify to make agreements feel more consensual to both parties. For example, future research could examine how to present information in ways that lead consenters to feel more informed, such as through the use of multimedia and digital aids (Abujarad et al., 2021). Future research could also examine interventions that have been utilized in other domains, such as testing and providing consenters with feedback on their understanding (Flory & Emanuel, 2004), and providing a neutral facilitator or representative (Stiles et al., 2001).

18. Limitations and future directions

While we find consistent support for our predictions, a number of our studies relied on recall paradigms and hypothetical scenarios to manipulate the roles of "solicitor" and "consenter." Although these procedures have many advantages, including allowing us to isolate perspective differences and test causality, they are also subject to limitations, such as the possibility of inaccurate or biased recall and the potential lack of external validity. To address these limitations, a useful direction for future research would be to examine solicitors' and consenters' perceptions of consent over time using longitudinal designs.

Longitudinal designs would further help to address possible temporal dynamics. For example, it is possible that perceptions of consent may change over time. An individual might initially agree to the terms and conditions of an employment contract, but after spending time in their employment role, they may come to have a greater, or lesser, sense of having been informed at the time of the initial agreement. While the fact that we found similar results in both a real-time interaction study and a recall study suggest that the perspective differences we identified in the current research are likely to be present at both the initial moment of consent and at a later point in time, there may still be interesting patterns to uncover related to how consenters' and solicitors' perceptions, and the degree of divergence between their perceptions, change over time.

As noted in the Introduction, an important boundary condition of the current findings is the benevolent intentions of the solicitor. Solicitors with malevolent intentions who aim to obfuscate the terms of an agreement would likely assume that consenters feel uninformed, given that they have intentionally failed to adequately inform them. This would theoretically eliminate our effect. In line with this prediction, in Supplemental Studies 2a–2b we found that deception was a boundary condition of our effect.

Yet another possible moderator is the complexity of the agreement. In domains where the complexity of the agreement is very low, and the informedness dimension of consent is less relevant, we would likely see an attenuation of this effect. For example, many questions pertaining specifically to the domain of sexual consent likely hinge on the voluntariness and competence dimensions of consent rather than on the informedness dimension of consent. Therefore, in those situations, our specific hypothesized effect may not be present (although a parallel effect may be present through the dimension of voluntariness). At the same time, even in the domain of sexual consent, there are sometimes questions of informedness to which our findings may be relevant (e.g., How informed did someone feel, compared to how informed they were perceived to feel, when they agreed to engage in a sexual encounter with someone for whom it turned out was not sexually exclusive to them, or someone who had an STI?).

Moreover, there are likely agreements that are so complicated it may not be possible for consenters to ever feel fully informed of the terms of

these agreements without specialized training. For example, within the medical domain, doctors receive years of specialized training to understand all the risks and benefits of a recommended treatment that a patient is expected to consent to within mere days or minutes. Ideally, future research would identify ways to present complex information that both maximizes consenters' felt experience of understanding the risks and benefits while also maintaining consenters' autonomy to refuse a clearly articulated recommendation (Kassirer et al., 2020; Loewenstein et al., 2011; Sah et al., 2013).

The broader organizational culture within which consent is solicited may also play a role. For example, in psychologically safe work environments, where employees tend to engage in more open communication, voicing their concerns and seeking feedback (Edmondson, 1999; Edmondson & Lei, 2014; Detert & Burris, 2007; Liang et al., 2012; Tynan, 2005), it is possible that consenters would be more willing to seek clarification on any terms of an agreement they don't understand. At the same time, assuming this to be the case, solicitors of consent in such a culture may be more likely to assume consenters had complete understanding (Eyal et al., 2018).

Lastly, power asymmetries, which are likely to play a substantial role on the voluntariness dimension of consent, may also impact solicitors' perceptions of the informedness of consent. Past work has shown that power can decrease perspective-taking and reduce comprehension of others' internal states (Galinsky et al., 2006, 2016; but also see Schmid et al., 2009). Accordingly, high-power solicitors of consent may be especially likely to misperceive consenters' subjective experience of consent. Interestingly, this means that high-power solicitors may garner higher rates of compliance (e.g., Michener & Burt, 1975), but lower rates of consent—a distinction of which high-power solicitors may be unaware.

19. Conclusion

We find consistent evidence that people tasked with soliciting consent overestimate the extent to which people providing their consent feel fully informed of what they are agreeing to and, thus, the extent to which they feel they have truly consented. Further, we find that this perspective gap results in misaligned perceptions of employees' turnover intentions. Despite acknowledged limitations to some of our methods and outstanding questions for future research, given the extraordinary dearth of organizational behavior research on the topic of consent, we believe the current studies offer a significant step forward in understanding the role of consent in organizations above and beyond its legal function.

CRediT authorship contribution statement

Rachel Schlund: Writing – review & editing, Writing – original draft, Visualization, Validation, Project administration, Methodology, Investigation, Formal analysis, Data curation, Conceptualization. **Vanessa K. Bohns:** Writing – review & editing, Validation, Supervision, Methodology, Investigation, Conceptualization.

Declaration of competing interest

The authors declare that they have no known competing financial interests or personal relationships that could have appeared to influence the work reported in this paper.

Appendix A. Supplementary material

Supplementary data to this article can be found online at https://doi.org/10.1016/j.obhdp.2024.104386.

Data availability

All data, code, and materials are available on the Open Science Framework (OSF; https://osf.io/eyg7h/?view_only=4310d3308dd94b6392fd8477af1cbc29).

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