

Beyond the Residual Clause: Challenging Your Client’s “Crime of Violence” under *Sessions v. Dimaya*

Defender Services Office Training Division

18 U.S.C. § 16	18 U.S.C. § 924(c)(3)	18 U.S.C. § 924(e)
<p>The term “crime of violence” means--</p> <p>(a) an offense that has as an element the use, attempted use, or threatened use of physical force against the person or property of another [the force clause], or</p> <p>(b) any other offense that is a felony and that, by its nature, involves a substantial risk that physical force against the person or property of another may be used in the course of committing the offense. [the residual clause]</p>	<p>[T]he term “crime of violence” means an offense that is a felony and--</p> <p>(A) has as an element the use, attempted use, or threatened use of physical force against the person or property of another [the force clause], or</p> <p>(B) that by its nature, involves a substantial risk that physical force against the person or property of another may be used in the course of committing the offense. [the residual clause]</p>	<p>The term “violent felony” means any crime punishable by imprisonment for a term exceeding one year . . . that –</p> <p>(i) Has as an element the use, attempted use, or threatened use of physical force against the person of another [the force clause]; or</p> <p>(ii) is burglary, arson, extortion, involves the use of explosives [the enumerated offenses clause], or otherwise involves conduct that presents a serious potential risk of physical injury to another. [the residual clause]</p>