

United States Court of Appeals  
for the Fifth Circuit

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No. 24-10741  
Summary Calendar

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United States Court of Appeals  
Fifth Circuit

**FILED**

May 27, 2025

Lyle W. Cayce  
Clerk

UNITED STATES OF AMERICA,

*Plaintiff—Appellee,*

*versus*

DAVONTA DASHUNE TURNER,

*Defendant—Appellant.*

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Appeal from the United States District Court  
for the Northern District of Texas  
USDC No. 3:22-CR-401-1

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Before JOLLY, GRAVES, and OLDHAM, *Circuit Judges.*

PER CURIAM:\*

Devonta Dashune Turner appeals his conviction for possessing a firearm after a felony conviction. *See* 18 U.S.C. § 922(g)(1). Turner contends that (1) § 922(g)(1) is facially unconstitutional, in violation of the Second Amendment, under *New York State Rifle & Pistol Ass’n, Inc. v. Bruen*, 597 U.S. 1 (2022), and (2) § 922(g)(1) exceeds Congress’s power to regulate

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\* This opinion is not designated for publication. *See* 5TH CIR. R. 47.5.

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under the Commerce Clause. The Government moves for summary affirmance, contending that both of Turner’s contentions are foreclosed by circuit precedent, or, in the alternative, for an extension of time to file a merits brief. Turner does not oppose the Government’s motion; he concedes that his arguments are foreclosed, and he raises them only to preserve them for future review.

Turner’s Second Amendment and Commerce Clause challenges to § 922(g)(1) are foreclosed. *See United States v. Diaz*, 116 F.4th 458, 471-72 (5th Cir. 2024), *petition for cert. filed* (U.S. Feb. 18, 2025) (No. 24-6625) (holding that § 922(g)(1) is facially constitutional); *United States v. Alcantar*, 733 F.3d 143, 145-46 (5th Cir. 2013) (holding that § 922(g)(1) does not violate the Commerce Clause). As a result, “there can be no substantial question as to the outcome of the case,” and summary affirmance is appropriate. *Groendyke Transp., Inc. v. Davis*, 406 F.2d 1158, 1162 (5th Cir. 1969). The motion for summary affirmance is accordingly GRANTED, the alternative motion for an extension of time is DENIED, and the judgment is AFFIRMED.