
UNITED STATES
SECURITIES AND EXCHANGE
COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment. No. 1)

APPLIED THERAPEUTICS, INC.

(Name of Issuer)

COMMON STOCK, PAR VALUE \$0.0001 PER SHARE

(Title of Class of Securities)

03828A 101

(CUSIP Number)

**Shoshana Shendelman
Applied Therapeutics, Inc.
545 Fifth Avenue, Suite 1400
New York, New York 10017
Telephone: (212) 220-9226**

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

May 28, 2020

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1. Names of Reporting Persons
Shoshana Shendelman

2. Check the Appropriate Box if a Member of a Group (See Instructions)
 - (a)
 - (b)

3. SEC Use Only

4. Source of Funds (See Instructions)
PF

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
United States of America

7. Sole Voting Power
3,901,990⁽¹⁾

8. Shared Voting Power
2,492,094⁽²⁾

9. Sole Dispositive Power
3,901,990⁽¹⁾

10. Shared Dispositive Power
2,492,094⁽²⁾

11. Aggregate Amount Beneficially Owned by Each Reporting Person
6,394,084

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
27.0%⁽³⁾

14. Type of Reporting Person (See Instructions)
IN

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

- (1) Includes (a) 88,397 shares held by Clearpoint Strategy Group LLC, of which Dr. Shendelman is the sole owner, (b) 1,750,000 shares held by Sycamore 2020 GRAT, over which Dr. Shendelman holds sole voting and dispositive power over such shares as the Investment Advisor, and (c) 1,509,308 shares of Common Stock underlying outstanding options that are immediately exercisable or will be immediately exercisable within 60 days of June 1, 2020.
 - (2) Represents (a) 1,492,094 shares held by Sycamore Family I LLC, of which Dr. Shendelman's spouse, Vladimir Shendelman, is the sole manager, (b) 290,280 shares held by Ginko Family LLC, of which Dr. Shendelman is the sole manager and (c) 709,720 shares held by Vladimir Shendelman.
 - (3) Based upon 22,123,989 shares of common stock outstanding as of June 1, 2020. See also footnote 1 above.
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1. Names of Reporting Persons
Sycamore Family I LLC

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
NA

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Delaware

Number of Shares Beneficially Owned by Each Reporting Person With:	7. Sole Voting Power 0
	8. Shared Voting Power 1,492,094
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 1,492,094

11. Aggregate Amount Beneficially Owned by Each Reporting Person
1,492,094

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
6.7%(4)

14. Type of Reporting Person (See Instructions)
OO

(4) Based upon 22,123,989 shares of common stock outstanding as of June 1, 2020.

Explanatory Note

This Amendment No. 1 (this "**Amendment**") to Schedule 13D relates to the common stock, par value \$0.0001 per share (the "**Common Stock**"), of Applied Therapeutics, Inc., a Delaware corporation (the "**Issuer**"), and amends the initial statement on Schedule 13D filed on May 29, 2019 (the "**Schedule 13D**"). Capitalized terms used but not defined in this Amendment shall have the same meanings ascribed to them in the Schedule 13D. This Amendment amends the disclosures in the text of Items 1, 4, 5 and 6 to update information about the Reporting Persons.

Item 1. Security and Issuer.

The information contained in Item 1 of the Schedule 13D is hereby amended and restated in its entirety as follows:

This Schedule 13D ("**Schedule 13D**") relates to the common stock, par value \$0.0001 per share (the "**Common Stock**"), of Applied Therapeutics, Inc., a Delaware corporation (the "**Issuer**"). The Issuer's principal executive office is located at 545 Fifth Avenue, Suite 1400, New York, New York 10017.

Item 3. Source and Amount of Funds and Other Consideration.

The information contained in Item 3 of the Schedule 13D is hereby amended and supplemented to include the following:

On May 28, 2020, Dr. Shendelman exercised options to purchase 27,624 shares of Common Stock at a per share price of \$1.00 and 97,376 shares of Common Stock at a per share price of \$1.44.

Item 4. Purpose of Transaction.

The information contained in Item 4 of the Schedule 13D is hereby amended and supplemented to include the following:

On May 28, 2020, Dr. Shendelman entered into a written trading plan (the "**Trading Plan**") with Goldman Sachs & Co. LLC, providing for the sale of shares underlying outstanding vested options in accordance with Rule 10b5-1 of the Securities Exchange Act of 1934, as amended. Under the Trading Plan, which will remain in effect through June 24, 2021, Dr. Shendelman may sell no more than 25,000 shares on any day and no more than an average of 90,000 shares per month elapsed under the plan, for a total of no more than 1,080,000 shares. The form of the Trading Plan is filed as Exhibit 99.5 to this Amendment.

The information set forth in Items 3 and 6 of this Amendment are incorporated into this Item 4 by reference.

Item 5. Interest in Securities of the Issuer.

The information contained in Item 5 of the Schedule 13D is hereby amended and restated in its entirety as follows:

The information below is based on 22,123,989 shares of Common Stock outstanding as of June 1, 2020.

(a) See rows (11) and (13) of the cover pages to this Schedule 13D for the aggregate number of shares of Common Stock and percentages of the shares of Common Stock beneficially owned by each Reporting Person.

The securities beneficially owned by Shendelman include 1,509,308 shares of Common Stock underlying outstanding options that are immediately exercisable or will be immediately exercisable within 60 days of June 1, 2020.

(b) See rows (7) through (10) of the cover pages to this Schedule 13D for the number of shares of Common Stock as to which each Reporting Person has the sole or shared power to vote or direct the vote and sole or shared power to dispose or to direct the disposition.

(c) On May 28, 2020, Dr. Shendelman exercised options to purchase 125,000 shares of Common Stock and sold such shares in a block trade negotiated at a discount from the market closing price of \$46.92 per share, for a gross sales price of \$42.70. Except as described in this statement, none of the Reporting Persons have effected any transactions in the Common Stock in the 60 days prior to the date of this statement.

(d) Except as described in this statement, no person has the power to direct the receipt of dividends on or the proceeds of sales of, the shares of Common Stock owned by the Reporting Persons.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

The information contained in Item 6 of the Schedule 13D is hereby amended and restated in its entirety as follows:

See the Agreement Regarding the Joint Filing of Schedule 13D, filed as Exhibit 99.1 hereto and incorporated by reference herein.

Dr. Shendelman has entered in to various stock option agreements with the Issuer under the Issuer’s 2016 Equity Incentive Plan, as amended (the “**2016 Plan**”) and the 2019 Equity Incentive Plan, (the “**2019 Plan**”), forms of which are attached hereto as Exhibit 99.2 and Exhibit 99.3, and which are incorporated by reference herein, in amounts and as of the dates as follows:

- a stock option grant under the 2016 Plan on March 8, 2018 to purchase 629,605 shares with a strike price of \$1.44;
- a stock option grant under the 2016 Plan on March 18, 2019 to purchase 948,894 shares with a strike price of \$4.70;
- a stock option grant under the 2019 Plan on May 13, 2019 to purchase 767,349 shares with a strike price of \$10.00;
- a stock option grant under the 2019 Plan on December 16, 2019 to purchase 209,000 shares with a strike price of \$22.20; and
- a stock option grant under the 2019 Plan on December 16, 2019 to purchase 23,317 shares with a strike price of \$22.20.

Item 4 summarizes certain provisions of the Trading Plan and is incorporated herein by reference. A copy of the Trading Plan, substantially in the form attached hereto as Exhibit 99.4, which is incorporated by reference herein.

Item 7. Material to be Filed as Exhibits.

Exhibit No.	Exhibit Name
99.1	Agreement Regarding the Joint Filing of Schedule 13D (incorporated by reference to Exhibit 99.1 to the Schedule 13D, filed with the Securities and Exchange Commission on May 29, 2019).
99.2	Forms of Stock Option Agreement under the 2016 Equity Incentive Plan, as amended (incorporated by reference to Exhibit 10.6 to the Issuer’s Registration Statement on Form S-1 filed with the Securities and Exchange Commission on April 12, 2019).
99.3	Forms of Stock Option Agreement under the 2019 Equity Incentive Plan (incorporated by reference to Exhibit 10.3 to the Issuer’s Registration Statement on Form S-1 filed with the Securities and Exchange Commission on April 29, 2019).
99.4*	Form of Trading Plan.

* Filed herewith.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 1, 2020

/s/ Shoshana Shendelman

Shoshana Shendelman

Sycamore Family I LLC

By: /s/ Vladimir Shendelman

Name: Vladimir Shendelman

Title: Manager

Exhibit Index

Exhibit No.	Exhibit Name
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99.2	Forms of Stock Option Agreement under the 2016 Equity Incentive Plan, as amended (incorporated by reference to Exhibit 10.6 to the Issuer's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on April 12, 2019).
99.3	Forms of Stock Option Agreement under the 2019 Equity Incentive Plan (incorporated by reference to Exhibit 10.3 to the Issuer's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on April 29, 2019).
99.4*	Form of Trading Plan.

*Filed herewith.

Sales Plan

Sales Plan, dated as of the date set forth on the signature page (the “Sales Plan”), between Shoshana Shendelman (“Seller”) and Goldman Sachs & Co. LLC (“Broker”).

WHEREAS, Seller desires to establish the Sales Plan to sell shares of common stock, par value \$0.0001 per share (the “Stock”), of Applied Therapeutics, Inc. (the “Issuer”) in accordance with the requirements of Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) as further set forth herein;

NOW, THEREFORE, Seller and Broker hereby agree as follows:

1. Broker shall effect one or more sales (each a “Sale”) of shares of Stock (the “Shares”), including Shares that Seller has the right to acquire under stock options issued by the Issuer (the “Options”), as further set forth in the attached Annex A to this Sales Plan. All orders will be deemed day orders only and not held unless otherwise specified in Annex A.
 2. This Sales Plan shall become effective as of the date hereof and shall terminate on the earliest of (a) June 24, 2021, (b) the date on which Broker has sold all Shares specified in Annex A, (c) the date that this Sales Plan is terminated in accordance with paragraph 11 below, (d) the date Broker receives notice of the death, dissolution, liquidation, bankruptcy, or insolvency of the Seller or the Issuer, as applicable, (e) the date Broker receives notice of the closing of a merger, recapitalization, acquisition, tender or exchange offer, or other business combination or reorganization resulting in the exchange or conversion of the Shares of the Issuer into shares of another company, or (f) the stock of the Issuer is no longer listed on a national securities exchange.
 3. Seller understands that Broker may effect Sales hereunder jointly with orders for other sellers of Stock of the Issuer and that the average price for executions resulting from bunched orders will be assigned to Seller’s account.
 4. Seller represents and warrants that Seller is not aware of material, nonpublic information with respect to the Issuer or any securities of the Issuer (including the Stock) and is entering into this Sales Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1.
 5. It is the intent of the parties that this Sales Plan comply with the requirements of Rule 10b5-1(c)(1)(i)(B) under the Exchange Act and this Sales Plan shall be interpreted to comply with the requirements of Rule 10b5-1(c). To the extent Seller has deemed it necessary, Seller has consulted with Seller’s own advisors as to the legal and tax aspects of Seller’s adoption and implementation of this Sales Plan.
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6. Seller represents that the Shares are “restricted securities” and/or that Seller may be deemed an “affiliate” of the Issuer as those terms are defined under Rule 144 of the Securities Act of 1933. Seller shall not take, and shall not cause any person or entity with which he or she would be required to aggregate sales of Stock pursuant to paragraph (a)(2) or (e) of Rule 144 to take, any action that would cause the Sales not to comply with Rule 144. Seller has provided Broker with ten (10) executed Forms 144, which Broker will complete and file on behalf of the Seller. Seller understands and agrees that unless otherwise agreed or instructed, Broker will generally make one Form 144 filing as necessary at the beginning of each three-month period commencing prior to the first Sale to be effected pursuant to this Plan; provided that Broker may file Forms 144 more or less frequently as may be appropriate under the circumstances. Such Forms 144 shall specify that the Sales are being effected in accordance with a Sales Plan intended to comply with Rule 10b5-1. Seller agrees to provide Broker with such information as is reasonably necessary for Broker accurately and timely to complete the Forms 144.

7. (a) Seller represents and warrants that Seller is currently permitted to sell Stock in accordance with the Issuer’s insider trading policies and has obtained the approval of the Issuer’s counsel to enter into this Sales Plan and that, other than any Rule 144 requirements set forth herein, there are no contractual, regulatory, or other restrictions applicable to the Sales contemplated under this Sales Plan that would interfere with Broker’s ability to execute Sales and effect delivery and settlement of such Sales on behalf of Seller, other than restrictions with respect to which the Seller has obtained all required consents, approvals and waivers. Seller shall notify Broker immediately in the event that any of the above statements become inaccurate prior to the termination of this Sales Plan. In the event such a restriction exists, including, without limitation, any restriction relating to the extension of a lock-up period under a lock-up agreement, then, following such notice, Broker shall cease effecting Sales for the duration of the restriction and any such sales that Broker is unable to effect shall be deemed to be Unfilled Sales (as defined below) and the provisions of paragraph 10 below shall apply.

(b) With respect to Shares sold pursuant to this Plan underlying options held by Seller that are to be exercised (“Options”), Seller has delivered to Broker executed option exercise notices in the form attached hereto as Annex B covering up to the maximum number of Shares that may be sold pursuant to option exercise hereunder, and hereby authorizes Broker to deliver such notices to the Issuer’s stock administrator on Seller’s behalf as necessary to effectuate such exercises and settle such Sales. Seller agrees to make appropriate arrangements with the Issuer and its transfer agent and stock plan administrator to assure that Shares received upon exercise of Options shall be delivered to an account at Broker in the name of and for the benefit of Seller.

(c) On each day that Sales are to be made pursuant to option exercise under this Sales Plan, Broker shall exercise a sufficient number of Options to effect such Sales provided, that in the event Sales of any Shares to be executed are subject to a limit order, Seller shall have been deemed to have exercised the Options with respect to such notice from Broker with respect to such Shares at the beginning of the trading day on which such Sales took place.

8. Seller will not directly or indirectly communicate any information relating to Issuer or Issuer securities to any employee of Broker or its affiliates who is directly or indirectly involved in executing this Sales Plan at any time while this Sales Plan is in effect. Broker represents that it has implemented reasonable policies and procedures, taking into account the nature of its business, to ensure that individuals making investment decisions relating to the Stock under the Sales Plan will not violate the laws prohibiting trading on the basis on material non-public information and will comply with Rule 10b5-1.

9. Seller shall make all filings, if any, required under Sections 13(d), 13(h), and 16 of the Exchange Act. Seller and Broker have executed a “Broker’s Authorization to Confirm and Provide Reports of Transfers” in the form of Annex C hereto, authorizing Broker to deliver notifications of Sales to the persons listed therein.

10. Seller understands that Broker may not effect a Sale due to a market disruption or a legal, regulatory or contractual restriction applicable to the Broker or any other event or circumstance (a “Blackout”). Seller also understands that even in the absence of a Blackout, Broker may be unable to effect Sales consistent with ordinary principles of best execution due to insufficient volume of trading, failure of the Stock to reach and sustain a limit order price, or other market factors in effect on the date of a Sale set forth in Annex A (“Unfilled Sales”).

Broker agrees that if Issuer enters into a transaction that imposes trading restrictions on the Seller, such as a stock offering requiring an affiliate lock-up (an “Issuer Restriction”), and if Issuer and Seller shall provide Broker at least three (3) days’ prior notice of such trading restrictions, then Broker will cease effecting Sales under this Sales Plan until notified by Issuer and Seller that such restrictions have terminated. All required notifications to Broker under this paragraph 10 shall be made in writing (signed by Seller and Issuer) and confirmed by telephone as follows: (Attn: Single Stock Risk Management, c/o Control Room; Fax No. (212) 256-6533; Tel: (212) 902-1511). Broker shall resume effecting Sales in accordance with this Sales Plan as soon as practicable after the cessation or termination of a Blackout or Issuer Restriction. Any Unfilled Sales, and any Sales that would have been executed in accordance with the terms of Annex A but are not executed due to the existence of a Blackout or Issuer Restriction, shall be deemed to be cancelled, and shall not be effected pursuant to this Sales Plan.

11. This Sales Plan and its enforcement, and each transaction entered into hereunder and all matters arising in connection with this Sales Plan and transactions hereunder shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to its choice of law doctrine. The Sales Plan may be modified, terminated or amended only by a writing signed by the parties hereto, which the Issuer has reviewed and not objected to, and provided that any such modification, termination or amendment shall only be permitted at a time when the Seller is otherwise permitted to effect sales under the Issuer’s trading policies and at a time when the Seller is not aware of material nonpublic information concerning the Issuer or its securities. In the event of a modification or amendment to this Sales Plan, or in the event Seller establishes a new plan after termination of the Sales Plan, no sales shall be effected during the thirty days immediately following such modification, amendment or termination (other than Sales already provided for in the Sales Plan prior to modification, amendment or termination).

12. Seller agrees that Broker and its affiliates and their directors, officers, employees, and agents (collectively, "Broker Persons") shall not have any liability whatsoever to Seller for any action taken or omitted to be taken in connection with the Sales Plan, the making of any Sale, or any amendment, modification or termination of this Sales Plan, unless such liability is determined in a non-appealable order of a court of competent jurisdiction to have resulted solely from the gross negligence, willful misconduct or bad faith of the Broker Person. Seller further agrees to hold each Broker Person free and harmless from any and all losses, damages, liabilities or expenses (including reasonable attorneys' fees and costs) incurred or sustained by such Broker Person in connection with or arising out of any suit, action or proceeding relating to this Sales Plan, any Sale, or any amendment, modification or termination of this Sales Plan (each an "Action") and to reimburse each Broker Person for its expenses, as they are incurred, in connection with any Action, unless such loss, damage, liability or expense is determined in a non-appealable order of a court of competent jurisdiction to be solely the result of such Broker Person's gross negligence, willful misconduct or bad faith. This paragraph 12 shall survive termination of this Sales Plan.

13. This Sales Plan (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission and by electronic messaging system), each of which will be deemed an original.

IN WITNESS WHEREOF, the undersigned have signed this Sales Plan as of the date below.

/s/ Shoshana Shendelman

Goldman Sachs & Co. LLC

Shoshana Shendelman

By: /s/ Pramod Vaidyanathan

Date: 5/28/2020

Name: Pramod Vaidyanathan

Title: Managing Director

Acknowledged:

Applied Therapeutics, Inc.

By: /s/ Chids Mahadevan

Name: Chids Mahadevan

Title: Chief Accounting Officer and VP Finance