

---

---

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

---

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934

---

**Karuna Therapeutics, Inc.**  
(Name of Issuer)

Common Stock, par value \$0.0001 per share  
(Title of Class of Securities)

48576A100  
(CUSIP Number)

Stephen Muniz  
PureTech Health LLC  
6 Tide Street, Suite 400  
Boston, MA 02210  
(617) 482-2333

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

July 2, 2019  
(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(b) 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).

---

---

**SCHEDULE 13D**

**CUSIP No. 48576A100**

1	NAME OF REPORTING PERSONS  PureTech Health LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
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  7,395,397
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  7,395,397
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  7,395,397	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  31.6%*	
14	TYPE OF REPORTING PERSON (See Instructions)  CO	

\* This percentage is calculated based upon 23,412,754 shares of common stock outstanding of Karuna Therapeutics, Inc. (the "Issuer"), as set forth in the Issuer's Form 424B4 Prospectus filed with the Securities and Exchange Commission on June 28, 2019, which gives effect to the additional 836,718 shares of common stock issued and sold by the Issuer to the underwriters pursuant to the underwriters' option.

**SCHEDULE 13D**

**CUSIP No.76133L103**

1	NAME OF REPORTING PERSONS  PureTech Health plc	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
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  7,395,397
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  7,395,397
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  7,395,397	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  31.6%*	
14	TYPE OF REPORTING PERSON (See Instructions)  CO	

\* This percentage is calculated based upon 23,412,754 shares of common stock outstanding of Karuna Therapeutics, Inc. (the "Issuer"), as set forth in the Issuer's Form 424B4 Prospectus filed with the Securities and Exchange Commission on June 28, 2019, which gives effect to the additional 836,718 shares of common stock issued and sold by the Issuer to the underwriters pursuant to the underwriters' option.

---

## SCHEDULE 13D

---

### Item 1. Security and Issuer

This Statement on Schedule 13D relates to the common stock, par value \$0.0001 per share (the “Common Stock”) of Karuna Therapeutics, Inc., a Delaware corporation (the “Issuer”). The Issuer’s principal executive offices are located at 33 Arch Street, Suite 3110, Boston, MA 02110. The Shares are listed on the NASDAQ Global Market under the ticker symbol “KRTX”. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable.

On July 2, 2019, the Issuer completed its initial public offering pursuant to which the Issuer agreed to issue and sell to the participants 6,414,842 Shares (the “IPO”). The purchase price for each Share was \$16.00. As a result of the IPO, the Issuer’s total number of outstanding Shares increased to 23,412,754.

### Item 2. Identity and Background

a) This Schedule 13D is being filed by PureTech Health LLC (“PureTech Health”), a limited liability company organized under the laws of Delaware, and PureTech Health plc (“PureTech Health plc”), a public limited company organized under the laws of the United Kingdom (collectively, the “Reporting Persons”).

(b) The principal business address of PureTech Health and PureTech Health plc is 6 Tide Street, Suite 400, Boston, MA 02210.

(c) PureTech Health is a Limited Liability Company organized under the laws of the State of Delaware and PureTech Health plc is a public limited company organized under the laws of the United Kingdom.

(d)-(e) During the last five years, neither the Reporting Persons nor any person named in Schedule I or II have been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) The name, business address, present principal occupation or employment and citizenship of the executive officers and members of the Board of Directors of the Reporting Persons is set forth on Schedule I hereto and is herein incorporated by reference.

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

On June 27, 2019, the Registration Statement on Form S-1/A filed with the Securities and Exchange Commission by the Issuer in connection with its IPO was declared effective. The closing of the IPO took place on July 2, 2019.

Prior to the IPO, in July 2009, PureTech Health acquired 1,886,363 shares of common stock as founder shares at par value, the fair market value of the shares at the time of issuance.

Prior to the IPO, in July 2009, PureTech Health acquired 4,000,000 shares of the Issuer’s Series Seed Preferred Stock for \$0.0001 per share, or \$400 in the aggregate. In August 2018, PureTech Health acquired 1,348,814 shares of the Issuer’s Series A Preferred Stock upon conversion of \$18,155,036 in outstanding principal, interest and discount on convertible promissory notes issued to PureTech Health by the Issuer between May 2011 and June 2018. In March 2019, PureTech Health acquired 330,250 shares of the Issuer’s Series B Preferred Stock at a purchase price of \$15.14 per share, or \$5,000,000 in the aggregate. Upon the closing of the Issuer’s initial public offering, each Preferred Share automatically converted into the Issuer’s Common Stock on a 1.2987-to-1 ratio.

---

In July 2018, PureTech Health acquired 10 shares of the Issuer's Common Stock upon partial exercise of a warrant issued to PureTech Health by the Issuer at a price of \$3.79 per share, or \$3.79 in the aggregate, and in March 2019 the Issuer acquired an additional 15,390 shares of the Issuer's Common Stock upon exercise of the remaining portion of the warrant at a price of \$3.79 per share, or \$37.90 in the aggregate.

As a result of the transactions described in this Item 3, the Reporting Persons may be deemed to be the beneficial owners of approximately 31.6% of the outstanding Shares. PureTech Health plc, as the parent entity of PureTech Health, may be deemed to be the beneficial owner of approximately 31.6% of the outstanding Shares. None of the Reporting Persons have acquired or disposed of any additional Shares since July 2, 2019.

**Item 4. Purpose of Transaction**

The information contained in Item 3 above is herein incorporated by reference.

All shares of Common Stock reported acquired by the Reporting Persons in this Schedule 13D were acquired for the purpose of investment and were not intended to and did not effect any change in the control of the Issuer.

The Reporting Persons from time to time intend to review their investment in the Issuer on the basis of various factors, including the Issuer's business, financial condition, results of operations and prospects, general economic and industry conditions, the securities markets in general and those for the Issuer's shares of Common Stock in particular, as well as other developments and other investment opportunities. Based upon such review, the Reporting Persons will take such actions in the future as the Reporting Persons may deem appropriate in light of the circumstances existing from time to time. If the Reporting Persons believe that further investment in the Issuer is attractive, whether because of the market price of the Common Stock or otherwise, they may acquire shares of Common Stock or other securities of the Issuer either in the open market or in privately negotiated transactions. Similarly, depending on market and other factors, the Reporting Persons may determine to dispose of some or all of the shares of Common Stock currently owned by the Reporting Persons or otherwise acquired by the Reporting Persons either in the open market or in privately negotiated transactions.

Except as described above, none of the Reporting Persons currently has any plan or proposal that relates to or would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D.

**Item 5. Interest in Securities of the Issuer**

a) As of the date hereof, the Reporting Persons may be deemed, for purposes of Rule 13d-3 of the Act, directly or indirectly, including by reason of their mutual affiliation, to be the beneficial owners of the shares of Common Stock described in Item 3 above.

Based on the 23,412,754 shares of the Issuer's common stock outstanding as of July 2, 2019 upon the closing of the Issuer's initial public offering as reported in the Final Prospectus, which gives effect to the additional 836,718 shares of Common Stock issued and sold by the Issuer to the underwriters pursuant to the underwriters' option, the Common Stock held by the Reporting Persons constitutes 31.6% of the outstanding shares of Common Stock of the Issuer.

PureTech Health plc, may be deemed to beneficially own all of the shares of Common Stock held directly by PureTech Health.

(b) With respect to the number of shares of Common Stock as to which each Reporting Person has:

(i) sole power to vote or to direct the vote with respect to such shares of Common Stock, please see row 7 of the applicable cover sheet to this Schedule 13D for such Reporting Person;

(ii) shared power to vote or to direct the vote with respect to such shares of Common Stock, please see row 8 of the applicable cover sheet to this Schedule 13D for such Reporting Person;

(iii) sole power to dispose or direct the disposition of such shares of Common Stock, please see row 9 of the applicable cover sheet to this Schedule 13D for such Reporting Person; and

(iv) shared power to dispose or to direct the disposition of such shares of Common Stock, please see row 10 of the applicable cover sheet to this Schedule 13D for such Reporting Person.

(c) The information contained in Items 3 and 4 to this Schedule 13D is herein incorporated by reference. Except as disclosed herein, none of (i) the Reporting Persons and (ii) to the Reporting Persons' knowledge, the persons set forth on Schedule I of this Schedule 13D, has effected any transaction in the Issuer's Common Stock during the past 60 days.

(d) Not applicable.

(e) Not applicable

**Item 6. Contracts; Arrangements, Understandings or relationship with respect to Securities of the Issuer**

Bharatt Chowrira, an officer of PureTech Health plc, has been a member of the Board of Directors of the Issuer since March 2017, and, accordingly, the Reporting Persons may have the ability to affect and influence control of the Issuer.

***Lock-Up Agreement***

In connection with the initial public offering, PureTech Health entered into a lock-up agreement with the Issuer (the "Lock-Up Agreement"). The Lock-Up Agreement provides that, subject to limited exceptions, PureTech Health will not, subject to limited exceptions, during the period ending 180 days after the date of the initial public offering (the "Lock-Up Period"), offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any shares of Common Stock of the Issuer, or any options or warrants to purchase any shares of Common Stock of the Issuer, or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock of the Issuer, whether now owned or hereinafter acquired, owned directly by PureTech Health (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the Securities and Exchange Commission. Such Lock-Up Agreement is more fully described in the Prospectus and was filed as Annex II to Exhibit 1.1 to the Issuer's Form S-1 Registration Statement (File No. 333-231863), and such description is incorporated herein by reference.

***Amended and Restated Investors' Rights Agreement***

In addition, PureTech Health and certain other stockholders of the Issuer entered into an amended and restated investors' rights agreement with the Issuer (the "Investor Rights Agreement"), dated as of March 15, 2019. Pursuant to the Investor Rights Agreement and subject to the terms and conditions therein, the parties agreed that:

***Registration Rights***

Following the closing of the IPO, the holders of a certain number of Shares, or their transferees, will be entitled to the registration rights set forth below with respect to registration of the resale of such Shares under the Securities Act of 1933, as amended (the "Securities Act") pursuant to the Investors Rights Agreement.

---

#### *Demand Registration Rights*

Beginning 180 days after the effective date of the registration statement for the IPO, upon the written request from the holders of at least 40% (or a lesser percent if the anticipated aggregate offering price, net of selling expenses, would exceed \$10.0 million) of the outstanding registrable securities (as defined in the Investor Rights Agreement), the Issuer will be required to file a registration statement and use commercially reasonable efforts to effect the registration of all or a portion of their registrable securities for public resale. The Issuer is required to effect only two registrations pursuant to this provision of the Investor Rights Agreement.

#### *Form S-3 Registration Rights*

Pursuant to the Investor Rights Agreement, if the Issuer is eligible to file a registration statement on Form S-3, upon the written request of the holders of registrable securities, the Issuer will be required to file a Form S-3 registration statement with respect to their registrable securities so long as the total amount of registrable securities requested to be registered has an anticipated aggregate offering price to the public, net of selling expenses, of least \$5.0 million. The Issuer is required to effect only two registrations in any twelve-month period pursuant to this provision of the Investor Rights Agreement. The right to have such shares registered on Form S-3 is further subject to other specified conditions and limitations.

#### *Piggyback Registration Rights*

Pursuant to the Investor Rights Agreement, if the Issuer registers any securities either for its own account or for the account of other security holders, the holders of registrable securities are entitled to include their shares in the registration. Subject to certain exceptions contained in the Investor Rights Agreement, the Issuer and the underwriters may limit the number of shares included in the underwritten offering to the number of shares which the Issuer and the underwriters determine in its sole discretion will not jeopardize the success of the offering.

#### *Indemnification*

The Investor Rights Agreement contains customary cross-indemnification provisions, under which the Issuer is obligated to indemnify holders of registrable securities in the event of material misstatements or omissions in the registration statement attributable to it, and the holders of registrable securities are obligated to indemnify the Issuer for material misstatements or omissions attributable to them.

#### *Termination of Registration Rights*

The demand registration rights, short form registration rights and piggyback registration rights granted under the Investor Rights Agreement will terminate on the fifth anniversary of the completion of the IPO.

The Investor Rights Agreement is more fully described in the Prospectus and was filed as Exhibit 4.2 to the Issuer's Form S-1 Registration Statement (File No. 333-231863), and such description is incorporated herein by reference.

Except as disclosed herein, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons and any other person with respect to any securities of the Issuer, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

---

**Item 7. Materials to be filed as Exhibits**

<u>Exhibit</u>	<u>Description</u>
1.	Joint Filing Agreement among PureTech Health LLC and PureTech Health plc.
2.	Form of Lock-Up Agreement described in Item 6, filed as Annex II of Exhibit 1.1 to the Issuer's Form S-1 Registration Statement (File No. 333-231863) is incorporated herein by reference.
3.	Amended and Restated Investors' Rights Agreement described in Item 6, filed as Exhibit 4.2 to the Issuer's Form S-1 Registration Statement (File No. 333-231863) is incorporated herein by reference.

---

**SIGNATURE**

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: July 11, 2019

**PURETECH HEALTH LLC**

By: /s/ Stephen Muniz  
Name: Stephen Muniz  
Title: Chief Operating Officer

**PURETECH HEALTH PLC**

By: /s/ Stephen Muniz  
Name: Stephen Muniz  
Title: Chief Operating Officer

**Schedule I**

**DIRECTORS AND EXECUTIVE OFFICERS OF  
PURETECH HEALTH PLC**

The name, function, citizenship and present principal occupation or employment of each of the directors and executive officers of PureTech Health plc are set forth below. Unless otherwise indicated below, (i) each occupation set forth opposite an individual's name refers to employment with PureTech Health plc and (ii) the business address of each director and executive officer listed below is 6 Tide Street, Suite 400, Boston, MA 02210.

<u>Name</u>	<u>Position with Reporting Person</u>	<u>Principal Occupation</u>	<u>Citizenship</u>
Daphne Zohar	Chief Executive Officer and Director	Chief Executive Officer	United States of America
Joichi Ito	Chairman of the Board of Directors	Director, MIT Media Lab	United States of America
Raju Kucherlapati	Director	Professor, Harvard Medical School	United States of America
John LaMattina	Director	Pharmaceutical Executive	United States of America
Robert Langer	Director	Professor, Massachusetts Institute of Technology	United States of America
Marjorie Scardino	Director	Executive	United Kingdom
Bennett Shapiro	Director	Pharmaceutical Executive	United States of America
Christopher Viehbacher	Director	Managing Partner, Gumet Point Capital	United States of America
Stephen Muniz	Chief Operating Officer and Director	Chief Operating Officer	United States of America
Joseph Bolen	Chief Scientific Officer	Chief Scientific Officer	United States of America
Bharatt Chowrira	President and Chief of Business and Strategy	President and Chief of Business and Strategy	United States of America
Joep Muijrs	Chief Financial Officer	Chief Financial Officer	The Netherlands
Eric Elenko	Chief Innovation Officer	Chief Innovation Officer	United States of America

---

**Schedule II**

The business and operations of PureTech Health LLC are managed by the executive officers and directors of its parent entity, PureTech Health plc, set forth on Schedule I attached hereto.

---

**EXHIBIT INDEX**

<b><u>Exhibit</u></b>	<b><u>Description</u></b>
1.	Joint Filing Agreement among PureTech Health LLC and PureTech Health plc.
2.	Form of Lock-Up Agreement described in Item 6, filed as Annex II of Exhibit 1.1 to the Issuer's Form S-1 Registration Statement (File No. 333-231863) is incorporated herein by reference.
3.	Amended and Restated Investors' Rights Agreement described in Item 6, filed as Exhibit 4.2 to the Issuer's Form S-1 Registration Statement (File No. 333-231863) is incorporated herein by reference.

**JOINT FILING AGREEMENT**

The undersigned hereby agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned, and any amendments thereto executed by the undersigned shall be filed on behalf of each of the undersigned without the necessity of filing any additional joint filing agreement. The undersigned acknowledge that each is responsible for the timely filing of such statement on Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning it contained therein, but shall not be responsible for the completeness or accuracy of the information concerning the others of the undersigned, except to the extent that it knows or has reason to believe that such information is inaccurate or incomplete. This Joint Filing Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Joint Filing Agreement as of July 11, 2019.

**PURETECH HEALTH LLC**

By: /s/ Stephen Muniz  
Name: Stephen Muniz  
Title: Chief Operating Officer

**PURETECH HEALTH PLC**

By: /s/ Stephen Muniz  
Name: Stephen Muniz  
Title: Chief Operating Officer