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

SCHEDULE 14D-9
(Rule 14d-101)

Solicitation/Recommendation Statement
Under Section 14(d)(4) of the Securities Exchange Act of 1934
(Amendment No. 1)

Synthorx, Inc.
(Name of Subject Company)

Synthorx, Inc.
(Name of Person Filing Statement)

Common Stock, $0.001 par value per share
(Title of Class of Securities)

87167A103
(CUSIP Number of Class of Securities)

Laura Shawver, Ph.D.
President, Chief Executive Officer and Director
Synthorx, Inc.
11099 N. Torrey Pines Road, Suite 190
La Jolla, California 92037
(858) 750-4789
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of the Person Filing Statement)

With copies to:

Barbara L. Borden, Esq.
Rama Padmanabhan, Esq.
Kenneth J. Rollins, Esq.
Cooley LLP
4401 Eastgate Mall
San Diego, CA 92121
(858) 550-6000

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

This Amendment No. 1 to Schedule 14D-9 (the "Amendment") amends and supplements the Solicitation/Recommendation Statement on Schedule 14D-9 (as amended or supplemented from time to time, the "Schedule14D-9") previously filed by Synthorx, Inc., a Delaware corporation ("Synthorx"), with the Securities and Exchange Commission on December 23, 2019 relating to the offer by Sanofi, a French société anonyme ("Sanofi") and Thunder Acquisition Corp., a Delaware corporation and an indirect wholly owned subsidiary of Sanofi, to purchase all the issued and outstanding shares of Synthorx's common stock, $0.001 par value per share (the "Shares"), for a purchase price of $68.00 per Share in cash, without interest and subject to any required withholding of taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated December 23, 2019, and in the related Letter of Transmittal, each of which may be amended or supplemented from time to time.

Except as otherwise set forth below, the information set forth in the Schedule14D-9 remains unchanged and is incorporated by reference as relevant to the items in this Amendment. Capitalized terms used and not defined herein shall have the meanings given to such terms in the Schedule 14D-9. This Amendment is being filed to reflect certain updates as reflected below.

Item 3. Past Contacts, Transactions, Negotiations and Agreements.

Item 3 of the Schedule 14D-9 is amended and supplemented as follows.

1. The second sentence of footnote (5) on page 4 of the Schedule 14D-9 is hereby deleted in its entirety and replaced with the following:

"Avalon Ventures X GP LLC, or Avalon X GP, and Avalon Ventures X SPV GP LLC, or Avalon X SPV GP, are general partners of Avalon Ventures and Avalon SPV, respectively, and have voting and investment power with respect to the shares held by Avalon Ventures and Avalon SPV, respectively, and as a result have beneficial ownership of such shares."

2. The paragraph under the heading "*Potential Payments and Benefits upon Termination or Change in Control – Tax Payments*" on page 8 of the Schedule 14D-9 is hereby deleted in its entirety and replaced with the following paragraph:

"We have entered into letter agreements with each of Dr. Shawver, Dr. Leveque and Dr. Milla, who may be impacted by the excise tax under Section 4999 of the Internal Revenue Code. Under these agreements, these executives may be reimbursed for some portion or all of such excise tax. This reimbursement payment will not extend to applicable income and employment taxes on payments due prior to the application of the excise tax. The maximum potential tax-related reimbursement payments to all affected individuals will be $35 million in the aggregate. The letter agreements provide, subject to the terms and conditions therein, that the individuals will reasonably cooperate with Sanofi and Synthorx to mitigate such excise taxes. The form of such letter agreements is filed as Exhibit (e)(15) hereto and incorporated herein by reference."

3. The first two sentences of the second full paragraph on page 12 of the Schedule14D-9 are hereby deleted in their entirety and replaced with the following:

"The Merger Agreement has been filed as an exhibit to thisSchedule 14D-9 to provide stockholders with information regarding its terms and is not intended to modify or supplement any rights of the parties under the Merger Agreement. The Merger Agreement and the summary of its terms contained in the Offer to Purchase filed by Purchaser with the SEC on December 23, 2019 are incorporated herein by reference."

4. The sixth sentence of the second full paragraph on page 12 of the Schedule14D-9 is hereby deleted in its entirety and replaced with the following:

"Accordingly, the representations and warranties in the Merger Agreement should not be relied on by any persons as characterizations of the actual state of facts and circumstances of Synthorx at the time they were made."

Item 4. The Solicitation or Recommendation.

Item 4 of the Schedule 14D-9 is amended and supplemented as follows.

5. The second paragraph under the heading "*Item 4. The Solicitation or Recommendation*" on page 13 of the Schedule 14D-9 is hereby deleted in its entirety and replaced with the following:

"Accordingly, and for other reasons described in more detail below, our Board, on behalf of Synthorx, unanimously recommends that holders of Shares accept the Offer and tender their Shares pursuant to the Offer."

6. The fifth paragraph on page 19 of the Schedule 14D-9 is hereby deleted in its entirety and replaced with the following:

"Following consideration of the draft merger agreement, including consideration of the reasons described in "*Reasons for the Recommendation*," the Board unanimously (i) determined that the Merger Agreement and Transactions, including the Offer and the Merger, are advisable and fair to, and in the best interest of, Synthorx and its stockholders, (ii) approved the execution, delivery and performance by Synthorx of the Merger Agreement and the consummation of the Transactions, including the Offer and the Merger, (iii) agreed that the Merger shall be effected under Section 251(h) and other relevant provisions of the DGCL and (iv) resolved to recommend that the stockholders of Synthorx tender their Shares to Purchaser pursuant to the Offer."

7. The following new paragraph is hereby added after the fifth paragraph on page 20 of the Schedule 14D-9:

"As of the date of the Schedule 14D-9, the Board has not taken additional action in response to Company A's December 8, 2019 proposal, and Company A has not made any further contact with Synthorx or its advisors."

8. The first paragraph under the heading "*Reasons for the Recommendation*" on page 20 of the Schedule 14D-9 is hereby deleted in its entirety and replaced with the following:

"Our Board carefully considered the terms of the Offer, the Merger and the other Transactions, consulted with our management and its financial and legal advisors, and considered a number of reasons, including the following (which are not necessarily presented in order of relative importance), each of which is supportive of its unanimous decision to approve the Merger Agreement and the Transactions and recommend the Transactions to the Synthorx stockholders."

9. The fourth bullet point on page 22 of the Schedule 14D-9 is hereby deleted in its entirety and replaced with the following:

"the terms and conditions of the Merger Agreement, including the following related reasons:"

10. The second sentence of the first paragraph on page 24 of the Schedule 14D-9 is hereby deleted in its entirety and replaced with the following:

"Our Board collectively reached the unanimous conclusion to approve the Merger Agreement and the Transactions in light of these various reasons."

11. The second paragraph on page 24 of the Schedule 14D-9 is hereby deleted in its entirety and replaced with the following:

"The foregoing discussion of our Board's reasons for its recommendation to accept the Offer is not meant to be exhaustive, but addresses the material information and reasons considered by our Board in connection with its recommendation. In view of the wide variety of reasons considered by our Board in connection with the evaluation of the Offer and the complexity of these matters, our Board did not find it practicable to, and did not, quantify or otherwise assign relative weights to the specific reasons considered in reaching its determination and recommendation. Rather, our directors made their determinations and recommendations based on the totality of the information presented to them, and the judgments of individual members of our Board may have been influenced to a greater or lesser degree by different reasons. In arriving at their respective recommendations, the members of our Board considered the interests of our executive officers and directors as described under "*Item 3. Past Contacts, Transactions, Negotiations and Agreements*" above."

Item 6. Interest in Securities of the Subject Company.

Item 6 of the Schedule 14D-9 is amended as follows.

12. The disclosure under the heading "*Item 6. Interest in Securities of the Subject Company*" on page 34 of the Schedule 14D-9 is hereby deleted in its entirety and replaced with the following:

"No transactions with respect to our Shares have been effected by us or, to our knowledge after making reasonable inquiry, by any of our executive officers, directors or affiliates during the 60 days prior to the date of this Schedule 14D-9, except for (i) the purchases pursuant to our ESPP on the December 13, 2019 purchase date thereunder, in each case at a purchase price of $9.35 per Share, of 577 Shares by Dr. Shawver and 1,662 Shares by Dr. Leveque; (ii) the RSUs granted by the Compensation Committee to Drs. Leveque and Milla on December 17, 2019 and the RSUs granted by our Board to Dr. Shawver on December 18, 2019, each as described under "*Item 3. Past Contacts, Transactions, Negotiations and Agreements—Treatment of Stock Options and RSUs*" above; (iii) net exercises by Dr. Shawver on December 30, 2019 of Stock Options for 147,264 Shares at an exercise price of $0.63 per Share, 111,374 Shares at an exercise price of $0.93 per Share and 120,815 Shares at an exercise price of $11.00 per Share; (iv) a net exercise by Dr. Leveque on December 30, 2019 of Stock Options for 75,000 Shares at an exercise price of $11.00 per Share; and (v) a net exercise by Dr. Milla on December 30, 2019 of Stock Options for 98,000 Shares at an exercise price of $0.63 per Share."

Item 8. Additional Information.

Item 8 of the Schedule 14D-9 is amended and supplemented as follows.

13. The disclosure under the heading "*Legal Proceedings*" on page 39 of the Schedule 14D-9 is hereby deleted in its entirety and replaced with the following:

"On January 3, 2020, a putative class action lawsuit related to the Offer and Merger (captioned*Kent v. Synthorx, Inc., et al*., No. 1:20-cv-00010) was filed in federal court in the District of Delaware against Synthorx, the individual members of the Board (the "Individual Defendants"), Sanofi, and Thunder Acquisition Corp. The lawsuit asserts violations of Sections 14(e) and 14(d) of the Exchange Act against all defendants, and asserts violations of Section 20(a) of the Exchange Act against the Individual Defendants and Sanofi. The plaintiff contends that the Solicitation/Recommendation Statement on Schedule 14D-9, filed with the SEC on December 23, 2019, omitted or misrepresented material information regarding the Offer and the Merger. The complaint seeks declaratory and injunctive relief, rescission or rescissory damages, dissemination of a Solicitation/Recommendation Statement that discloses certain information requested by the plaintiff, and an award of plaintiff's costs, including attorneys' fees and expenses."

Item 9. Exhibits.

Exhibit No.	Description
(e)(15)	Form of Gross-Up Letter Agreement, dated December 30, 2019, by and between Synthorx and each of Dr. Shawver, Dr. Leveque and Dr. Milla.

SIGNATURE

After due 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.

SYNTHORX, INC.

By: /s/ Laura Shawver
Laura Shawver, Ph.D.
President and Chief Executive Officer

Dated: January 7, 2020

Exhibit (e)(15)

Synthorx, Inc.
11099 N. Torrey Pines Road, Suite 190
La Jolla, CA 92037

December 30, 2019

[Recipient]

Re: Certain Compensation Matters

Dear [Recipient],

As you know, Synthorx, Inc. (the "***Company***") has entered into an Agreement and Plan of Merger, dated December 7, 2019 (the "***Merger Agreement***") with Sanofi, a French société anonyme ("***Parent***") and Thunder Acquisition Corp., a wholly-owned subsidiary of Parent ("***Merger Sub***"). All capitalized terms used but not defined in this letter agreement shall be as set forth in the Merger Agreement.

In consideration of your services to the Company and contingent upon the Effective Time, the Board of Directors of the Company has approved the special Gross-Up Payment (defined below) to be made to you on the terms and conditions described in this letter agreement between you and the Company (the "***Agreement***"). This Agreement and the Gross-Up Payment provided for herein shall replace and supersede any other agreements and promises made to you by the Company, whether written or oral, on the subject matter herein, including any provisions in any Company benefit or compensation plan, agreement or arrangement providing for different treatment with respect to payments subject to Section 280G of the Internal Revenue Code of 1986, as amended, and the regulations and guidance issued thereunder (the "**Code**"). For the avoidance of doubt, if the Effective Time does not occur, you will not receive a Gross-Up Payment.

Indemnification for Golden Parachute Excise Taxes

If any payment or benefit (including payments and benefits pursuant to this Agreement) you would receive in connection with the Merger from the Company or otherwise (each, a "***Payment***") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "***Excise Tax***"), then the Company shall pay and you shall be entitled to receive an additional payment (the "***Gross-Up Payment***") from the Company in an amount that, after the payment of all taxes (including, without limitation, (i) any income or employment taxes, (ii) any interest or penalties imposed with respect to such taxes, and (iii) any additional excise tax imposed by Section 4999 of the Code) on the Gross-Up Payment, you shall retain, in addition to the Payments, an amount equal to the full Excise Tax. Notwithstanding anything to the contrary herein, the aggregate value of the Gross-Up Payments that may be paid to individuals in connection with the transactions contemplated by the Merger Agreement, including any payments that may be made in connection with an audit or contested audit, as described below, (the "***Aggregate Payments***") is $35,000,000, and if the Aggregate Payments exceed that amount, then yourGross-Up Payment shall be subject to reduction in such manner as may be determined by the Board of Directors of the Company as of immediately prior to the Effective Time. The Company's obligation to make the Gross-up Payment shall be conditioned upon you reasonably cooperating with Parent and the Company by taking such actions that are

reasonably available to mitigate the amount of any Excise Tax, in accordance with the terms of Part 3.16 of the disclosure schedules to the Merger Agreement, as amended as of December 30, 2019 (the "***Amended Disclosure Schedule***"). For the avoidance of doubt, you shall be deemed to have reasonably cooperated with Parent and the Company, and the Company shall have the obligation to make the Gross-Up Payment, if any, subject to the terms and conditions of this Agreement, if you net exercise stock options (including net withholding of shares to cover tax obligations) in accordance with the terms of the second paragraph of item 1 of the Amended Disclosure Schedule.

Calculation and Payment of the Gross-Up Payment

All determinations required to be made under this letter agreement, including whether and when aGross-Up Payment is required, the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by Ernst & Young LLP in consultation with counsel for the Company and Parent (the "***Accounting Firm***").

The Company will withhold and pay over to you, or to the Internal Revenue Service ("***IRS***") and any state or local taxing authority (together with the IRS, a "***Taxing Authority***") on your behalf, as applicable, an amount equal to theGross-Up Payment in addition to any other amounts required to be withheld and paid over to any Taxing Authority in respect of any Payments, in each case as permitted under the applicable Treasury regulations. Such payment shall be made on or before the due date of the relevant taxes.

If the initial determination of the Accounting Firm is later determined to be incorrect, the Excise Tax will be redetermined by the Accounting Firm in accordance with the applicable Treasury regulations, and the amount of the Gross-Up Payment payable to you or to any Taxing Authority on your behalf will be redetermined by the Accounting Firm. In such event, subject to the limitations set forth in the final sentence of the section above entitled, "Indemnification for Golden Parachute Excise Taxes," the Company shall pay to you or to the relevant Taxing Authority on your behalf any resulting underpayment, or you shall return to the Company any resulting overpayment that is paid to you thereafter by any Taxing Authority. Except as hereinafter set forth in the case of a claim made by a Taxing Authority, any determination (or redetermination, if applicable) by the Accounting Firm of the amount of the Gross-Up Payment shall be binding upon the Company and you, and you agree that, absent manifest error, you shall file all tax returns in respect of the relevant tax years consistently with such determination (or redetermination, if applicable).

Certain Assumptions

For purposes of determining the amount of the Gross-Up Payment, you shall be deemed to have: (x) paid federal income taxes at the highest marginal rate of federal income and employment taxation applicable to you for the calendar year in which the Gross-Up Payment is to be made, and (y) paid applicable state and local income taxes at the highest rate of taxation applicable to you for the calendar year in which the Gross-Up Payment is to be made (based on the state in which you reside at the relevant time), net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

If You Are Audited

You are required to notify the Company of any written claim by any Taxing Authority that, if successful, would require you to pay an initial or any additional Excise Tax and/or other taxes

on any Gross-Up Payment such that your aggregate liability for all Excise Taxes together with all other taxes on anyGross-Up Payment would exceed any Gross-Up Payment previously determined by the Accounting Firm to be due and that was paid to you or to any Taxing Authority on your behalf. Such notification shall be given to the Company as soon as practicable, but in any event no later than twenty (20) business days after you are given notice in writing of such claim by the Taxing Authority. You are required to provide the Company a copy of the notice of claim by the Taxing Authority and the date set forth in the claim that the Taxing Authority specifies as the due date for payment of such claim. You may not pay such claim prior to the expiration of the thirty (30) day period following the date on which you give such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company does not notify you in writing prior to the expiration of such thirty (30) day period that the Company desires to contest such claim, the Company shall, within fifteen (15) business days after the expiration of such thirty (30) day period, pay to you or to any Taxing Authority on your behalf the amount claimed to be due by the Taxing Authority, grossed up as an additional Gross-Up Payment in accordance with the methodology applicable to the determination of the initial Gross-Up Payment set forth above, such that, on anafter-tax basis you are held harmless for any Excise Tax or any other tax (including interest or penalties thereon) imposed with respect to the payment required to be made by the Company to you or to any Taxing Authority on your behalf pursuant to this sentence.

If the Company notifies you in writing prior to the expiration of such thirty (30) day period that the Company desires that you contest such claim with the Taxing Authority, you must (i) give the Company any information reasonably requested by the Company relating to such claim, (ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, (iii) cooperate with the Company in good faith in order effectively to contest such claim and (iv) permit the Company to participate in any proceedings relating to such claim; *provided, however*, that the Company shall bear and pay directly all costs and expenses (including additional taxes, interest and penalties and reasonable professional fees) incurred in connection with such contest, and shall indemnify and hold you harmless, on an after-tax basis, for any Excise Tax or any other tax (including interest or penalties thereon) imposed and any such costs and expenses incurred by you as a result of such contest.

Without limitation of the foregoing provisions of this letter agreement, the Company shall control all proceedings taken in connection with such contest, and, at its sole discretion, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the Taxing Authority in respect of such claim and may, at its sole discretion, either direct you to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and you agree to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; *provided, however,* that (A) if the Company directs you to pay such claim and sue for a refund, the Company shall advance the amount of such payment to you, on an interest-free basis, and shall indemnify and hold you harmless, on an after-tax basis, from any Excise Tax or income or employment tax (including interest or penalties thereon) imposed with respect to such advance, including any forgiveness thereof, or with respect to any imputed income in connection with such advance and (B) if such contest results in any extension of the statute of limitations relating to payment of taxes for your taxable year with respect to which such contested amount is claimed to be due, such extension must be limited solely to such contested amount. Furthermore, the Company's control of the contest shall be limited to issues with respect to which the Gross-Up Payment would be payable hereunder, and you are entitled to settle or contest, as the case may be, any other issue raised by the Taxing Authority.

If, after your receipt of an amount advanced by the Company pursuant to this letter agreement, you become entitled to receive any refund with respect to such claim, you must (subject to the other provisions of this letter agreement) promptly pay to the Company the amount of such refund received (together with any interest paid or credited thereon by the Taxing Authority after taxes applicable thereto). If, after your receipt of an amount advanced by the Company pursuant to this letter agreement, a determination is made that you are not entitled to any refund with respect to such claim and the Company does not notify you in writing of its desire that you contest such denial of refund prior to the expiration of the thirty (30) day period after such determination, then you shall not be required to repay any amount of such advance or any taxes paid by the Company with respect thereto.

For the avoidance of doubt, it is intended that the Gross-Up Payment satisfy the exemption from the application of Section 409A of the Code provided for under Treasury Regulations Section 1.409A-1(b)(4).

This Agreement is intended to bind and inure to the benefit of and be enforceable by you and the Company, and any surviving entity resulting from the Merger and upon any other person or entity who is a successor by merger, acquisition, consolidation or otherwise to the business formerly carried on by the Company, and their respective successors, assigns, heirs, executors and administrators, without regard to whether or not such person actively assumes any rights or duties hereunder; *provided, however,* that you may not assign any duties hereunder and may not assign any rights hereunder (other than by will or the laws of descent and distribution) without the written consent of the Company, which consent shall not be withheld unreasonably.

Please indicate your agreement to the terms and conditions set forth in this Agreement by executing below.

Sincerely,

_____

[Company Signatory]

ACCEPTED:

_____

[Recipient]