
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

SCHEDULE 13D

**UNDER THE SECURITIES EXCHANGE ACT OF 1934
(Amendment No. 1)***

Enphase Energy, Inc.
(Name of Issuer)

Common Stock
(Title of Class of Securities)

29355A 10 7
(CUSIP Number)

**JAMESON MCJUNKIN
MADRONE CAPITAL
3000 SAND HILL ROAD, BUILDING 1, SUITE 150
MENLO PARK, CALIFORNIA 94025
TELEPHONE: (650) 854-8300**

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

April 4, 2012
(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.	Name of Reporting Persons Madrone Partners, L.P.
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)
3.	SEC USE ONLY
4.	Source of Funds (see instructions) WC
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 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 5,138,287 shares of Common Stock (2)
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 5,138,287 shares of Common Stock (2)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 5,138,287 shares of Common Stock (2)
12.	Check 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 12.5% (3)
14.	Type of Reporting Person (see instructions) PN

- (1) This Schedule 13D is filed by Madrone Partners, L.P. (“Madrone”) and Madrone Capital Partners, LLC (“MCP,” together with Madrone, collectively, the “Madrone Entities”) and Jameson McJunkin (“Mr. McJunkin,” together with the Madrone Entities, the “Reporting Persons”). The Reporting Persons expressly disclaim status as a “group” for purposes of this Schedule 13D.
- (2) Mr. McJunkin serves as a Manager of MCP, which serves as the general partner of Madrone. MCP holds no securities of the Issuer directly. Mr. McJunkin has voting and investment control over the shares held by Madrone, and may be deemed to own beneficially the shares held by Madrone.
- (3) This percentage is calculated based upon 40,747,019 shares of Issuer’s Common Stock (as such terms are defined below) outstanding as of May 11, 2012, as reported on the Issuer’s Form 10-Q filed with the Securities and Exchange Commission (the “SEC”) on May 14, 2012.

1.	Name of Reporting Persons Madrone Capital Partners, L.L.C.
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)
3.	SEC USE ONLY
4.	Source of Funds (see instructions) AF
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 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
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- (1) This Schedule 13D is filed by the Reporting Persons. The Reporting Persons expressly disclaim status as a "group" for purposes of this Schedule 13D.
- (2) Mr. McJunkin serves as a Manager of MCP, which serves as the general partner of Madrone. MCP holds no securities of the Issuer directly. Mr. McJunkin has voting and investment control over the shares held by Madrone, and may be deemed to own beneficially the shares held by Madrone.
- (3) This percentage is calculated based upon 40,747,019 shares of Issuer's Common Stock (as such terms are defined below) outstanding as of May 11, 2012, as reported on the Issuer's Form 10-Q filed with the SEC on May 14, 2012.

1.	Name of Reporting Persons Jameson McJunkin
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)
3.	SEC USE ONLY
4.	Source of Funds (see instructions) AF
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization United States of America
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 0
	8. Shared Voting Power 5,138,287 shares of Common Stock (2)
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 5,138,287 shares of Common Stock (2)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 5,138,287 shares of Common Stock (2)
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13.	Percent of Class Represented by Amount in Row 11 12.5% (3)
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- (3) This percentage is calculated based upon 40,747,019 shares of Issuer's Common Stock (as such terms are defined below) outstanding as of May 11, 2012, as reported on the Issuer's Form 10-Q filed with the SEC on May 14, 2012.

Explanatory Note

This Amendment No. 1 to Schedule 13D (“Amendment No. 1”) is being filed as an amendment to the initial statement on Schedule 13D relating to the common stock, par value \$0.00001 per share (the “Common Stock”) of Enphase Energy, Inc., a Delaware corporation (the “Issuer”), as filed with the Securities and Exchange Commission (the “SEC”) on April 11, 2012 (the “Original Schedule 13D”).

All capitalized terms not otherwise defined herein shall have the meaning ascribed to the terms in the Original Schedule 13D. The Original Schedule 13D is hereby amended and supplemented as follows and, except as expressly amended below, the Original Schedule 13D remains in full force and effect.

Item 3. Source and Amount of Funds or Other Consideration

“Item 3. Source and Amount of Funds or Other Consideration” of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

On April 24, 2009, Madrone entered into a Series D Preferred Stock Purchase Agreement pursuant to which such fund acquired from the Issuer an aggregate of 3,280,532 shares of Series D Preferred Stock for a purchase price of approximately \$2.134 per share, or \$7,000,000 in the aggregate.

On March 15, 2010, Madrone entered into a Series E Preferred Stock Purchase Agreement pursuant to which such fund acquired from the Issuer an aggregate of 585,912 shares of Series E Preferred Stock for a purchase price of approximately \$6.174 per share, or \$3,617,658 in the aggregate.

On June 14, 2011, Madrone entered into a Subordinated Convertible Loan Facility and Security Agreement pursuant to which such fund acquired from the Issuer an aggregate of 35,009 shares of Common Stock for a purchase price of approximately \$5.266 per share, or \$184,374 in the aggregate.

On June 14, 2011, Madrone acquired Convertible Promissory Notes from the Issuer for an aggregate of \$1,651,962 (including principal and interest through April 4, 2012 (the “Conversion Date”)), convertible and exercisable into Common Stock.

On November 16, 2011, Madrone entered into an Amended and Restated Subordinated Convertible Loan Facility and Security Agreement pursuant to which such fund acquired from the Issuer an aggregate of 26,382 shares of Common Stock for a purchase price of approximately \$5.266 per share, or \$138,943 in the aggregate.

On November 16, 2011, Madrone acquired Convertible Promissory Notes from the Issuer for an aggregate of \$1,027,425 (including principal and interest through the Conversion Date), convertible and exercisable into Common Stock.

In connection with the Issuer’s initial public offering of Common Stock, which closed on April 4, 2012 (“Offering”), the shares of preferred stock and the convertible promissory notes previously acquired by Madrone were converted into Common Stock.

Madrone purchased 763,889 shares of the Common Stock at \$6.00 per share in the Offering, or \$4,583,334 in the aggregate.

The funds used by the Madrone Entities to acquire the securities described herein were obtained from capital contributions by their partners and from direct capital commitments by the Madrone Entities.

No part of the purchase price was borrowed by any Reporting Person for the purpose of acquiring any securities discussed in this Item 3.

Item 5. Interest in Securities of the Issuer

“Item 5. Interest in Securities of the Issuer” of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

The following information with respect to the ownership of the Common Stock of the Issuer by the Reporting Persons filing this Statement on Schedule 13D is provided as of the date of this filing, except as otherwise provided below:

Reporting Persons	Shares Held Directly	Sole Voting Power (1)	Shared Voting Power (1)	Sole Dispositive Power (1)	Shared Dispositive Power (1)	Beneficial Ownership (1)	Percentage of Class (2)
Madrone	5,138,287	0	5,138,287	0	5,138,287	5,138,287	12.5%
Madrone Capital (1)	0	0	5,138,287	0	5,138,287	5,138,287	12.5%
Mr. McJunkin (1)	0	0	5,138,287	0	5,138,287	5,138,287	12.5%

(1) Mr. McJunkin serves as a Manager of Madrone Capital, which serves as the general partner of Madrone. Madrone Capital holds no securities of the Issuer directly. Mr. McJunkin has voting and investment control over the shares held by Madrone, and may be deemed to own beneficially the shares held by Madrone.

(2) This percentage is calculated based upon 40,747,019 shares of Issuer’s Common Stock outstanding as of May 11, 2012, as reported on the Issuer’s Form 10-Q filed with the SEC on May 14, 2012.

The information provided and incorporated by reference in Item 3 is hereby incorporated by reference.

Item 7. Material to Be Filed as Exhibits

- Agreement regarding filing of joint Schedule 13D.
- Enphase Energy, Inc. Amended and Restated Investor Rights Agreement, dated as of March 15, 2010, between Enphase Energy, Inc., certain investors named therein (incorporated by reference to Exhibit 4.2 to the Issuer’s Registration Statement on Form S-1, Registration No. 333-174925, filed on March 29, 2012).
- Form of Lockup Agreement.
- Form of Lockup Agreement Extension

SIGNATURES

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.

Date: June 7, 2012

MADRONE PARTNERS, L.P.

By its General Partner, Madrone Capital Partners, LLC

By: /s/ Jameson McJunkin

Jameson McJunkin
Manager

MADRONE CAPITAL PARTNERS, LLC

By: /s/ Jameson McJunkin

Jameson McJunkin
Manager

/s/ Jameson McJunkin

Jameson McJunkin

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of the filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement: provided, however, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

**Attention: Intentional misstatements or omissions of fact
constitute Federal criminal violations (See 18 U.S.C. 1001)**

EXHIBIT INDEX

- A. Agreement regarding filing of joint Schedule 13D.
- B. Enphase Energy, Inc. Amended and Restated Investor Rights Agreement, dated as of March 15, 2010, between Enphase Energy, Inc., certain investors named therein (incorporated by reference to Exhibit 4.2 to the Issuer's Registration Statement on Form S-1, Registration No. 333-174925, filed on March 29, 2012).
- C. Form of Lockup Agreement.
- D. Form of Lockup Agreement Extension.

JOINT FILING STATEMENT

I, the undersigned, hereby express my agreement that the attached Schedule 13D (and any amendments thereto) relating to the Common Stock of Enphase Energy, Inc. is filed on behalf of each of the undersigned.

Date: June 7, 2012

MADRONE PARTNERS, L.P.

By its General Partner, Madrone Capital Partners, LLC

By: /s/ Jameson McJunkin

Jameson McJunkin

Manager

MADRONE CAPITAL PARTNERS, LLC

By: /s/ Jameson McJunkin

Jameson McJunkin

Manager

/s/ Jameson McJunkin

Jameson McJunkin

LOCK-UP LETTER

, 2011

Morgan Stanley & Co. LLC
1585 Broadway
New York, NY 10036

Ladies and Gentlemen:

The undersigned understands that Morgan Stanley & Co. LLC (“**Morgan Stanley**”) proposes to enter into an Underwriting Agreement (the “**Underwriting Agreement**”) with Enphase Energy, Inc., a Delaware corporation (the “**Company**”), providing for the initial public offering (the “**Public Offering**”) by the several Underwriters, including Morgan Stanley (the “**Underwriters**”), of shares (the “**Shares**”) of common stock, par value \$0.00001 per share, of the Company (the “**Common Stock**”).

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of Morgan Stanley on behalf of the Underwriters, it will not, during the period (the “**Restricted Period**”) commencing on the date hereof and ending 180 days after the date of the final prospectus relating to the Public Offering (the “**Prospectus**”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)) by the undersigned or any other securities so owned convertible into or exercisable or exchangeable for Common Stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise.

The foregoing paragraph shall not apply to (a) transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Public Offering, *provided* that no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made in connection with subsequent sales of Common Stock or other securities acquired in such open market transactions during the Restricted Period; (b) transfers of shares of Common Stock or any security convertible into Common Stock as (i) a bona fide gift, (ii) by will or intestate succession, (iii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, (iv) if the undersigned is a corporation, partnership, limited liability company or other business entity, (A) to any stockholder, partner or member of, or owner of a similar equity interest in, the undersigned, as the case may be, (B) in connection with the sale or other bona fide transfer in a single transaction of all or substantially all of the undersigned’s capital stock, partnership interests, membership interests or other similar equity interests, as the case may be, or all or substantially all of the undersigned’s assets, in any such case not undertaken for the purpose of avoiding the restrictions imposed by this agreement or (C) to another corporation, partnership, limited liability company or other business entity so long as the transferee is an affiliate of the undersigned, *provided* that in the case of any transfer or distribution pursuant to this clause (b), (i) each donee or distributee shall sign and deliver a lock-up letter substantially in the form of this letter prior to or upon such transfer and (ii) no filing under Section 16(a) of the Exchange Act, reporting a disposition of shares of Common Stock or any other reduction in beneficial ownership of shares of Common Stock, shall be required or shall be voluntarily made during the Restricted Period; (c) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Common Stock, *provided* that such plan does not provide for the transfer of Common Stock during the Restricted Period and no public announcement or filing under the Exchange Act regarding the establishment of such plan shall be required of or voluntarily made by or on behalf of the undersigned or the Company; (d) the exercise by the undersigned of any option to purchase shares of Common Stock granted by the Company pursuant to the Company’s 2006 Equity Incentive Plan, 2011 Equity Incentive Plan, or 2011 Employee Stock Purchase Plan, or any warrant issued by the Company to purchase shares of Common Stock, *provided* that in the case of any transfer pursuant to this clause (d), (i) the restrictions in the foregoing sentence shall apply to any shares of Common Stock received by the undersigned upon such exercise (for the avoidance of doubt, broker-assisted cashless exercises are not permitted hereunder) and (ii) no filing under Section 16(a) of the Exchange Act, reporting any disposition of shares of Common Stock or any other reduction in beneficial ownership of shares of Common Stock, shall be required or shall be voluntarily made during the Restricted Period; (e) any transfer to the Company of shares of Common Stock or other securities convertible into or exercisable or exchangeable for Common Stock (i) upon a vesting event of the Company’s securities or the exercise of options issued pursuant to the Company’s 2006 Equity Incentive Plan, 2011 Equity Incentive Plan, or 2011 Employee Stock Purchase Plan in full or partial payment of taxes or tax withholding obligations required to be paid or satisfied upon such vesting or exercise or (ii) in exercise of the Company’s right to repurchase or reacquire the undersigned’s securities pursuant to agreements that permit the Company to repurchase or reacquire such securities upon termination of the undersigned’s services to the Company, *provided* that in the case of any transfer pursuant to this clause (e), no filing under Section 16(a) of the Exchange Act, reporting a disposition of shares of Common Stock or any other reduction in beneficial ownership of shares of Common Stock, shall be required or shall be voluntarily made during the Restricted Period; (f) any transfer of shares of Common Stock acquired pursuant to the Company’s 2011 Employee Stock Purchase Plan, *provided* that no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made in connection with such transfer during the Restricted Period; or (g) any transfers of the undersigned’s securities pursuant to a sale or an offer to purchase 100% of the outstanding Common Stock, whether pursuant to a merger, tender offer or otherwise, to a third party or group of third parties.

In addition, the undersigned agrees that, without the prior written consent of Morgan Stanley on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 180 days after the date of the Prospectus, make any demand for, or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company’s transfer agent and registrar against the transfer of the undersigned’s shares of Common Stock except in compliance with the foregoing restrictions.

If:

- (1) during the last 17 days of the Restricted Period the Company issues an earnings release or material news or a material event relating to the Company occurs; or
- (2) prior to the expiration of the Restricted Period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the Restricted Period;

the restrictions imposed by this agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

The undersigned shall not engage in any transaction that may be restricted by this agreement during the 34-day period beginning on the last day of the initial Restricted Period unless the undersigned has received prior written confirmation from the Company or Morgan Stanley that the restrictions imposed by this agreement have expired.

The undersigned understands that the Company and the Underwriters are relying upon this agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns. This agreement shall terminate automatically upon the earliest to occur, if any, of (a) the date the Company advises Morgan Stanley, in writing, prior to the execution of the Underwriting Agreement, that it has determined not to proceed with the Public Offering and (b) December 31, 2011 if, and only if, the Public Offering has not been completed by such date.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Underwriters.

Very truly yours,

(Name)

(Address)

Signature Page to Lock-Up Agreement

LOCK-UP LETTER EXTENSION

, 2012

Morgan Stanley & Co. LLC
1585 Broadway
New York, NY 10036

Ladies and Gentlemen:

Reference is made to that certain lock-up letter (the “**Lock-up Letter**”) previously delivered by the undersigned to Morgan Stanley & Co. LLC (“**Morgan Stanley**”) in connection with the Underwriting Agreement proposed to be entered into by Morgan Stanley with Enphase Energy, Inc., a Delaware corporation (the “**Company**”) providing for the initial public offering (the “**Public Offering**”) by the several Underwriters, including Morgan Stanley (the “**Underwriters**”) of shares of common stock, par value \$0.00001 per share, of the Company. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lock-Up Letter.

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that the term of the Lock-Up Letter shall be extended, and shall terminate automatically upon the earliest to occur of (a) the date the Company advises Morgan Stanley, in writing, prior to the execution of the Underwriting Agreement, that it has determined not to proceed with the Public Offering and (b) December 31, 2012 if, and only if, the Public Offering has not been completed by such date. Except as expressly modified and superseded by the immediately preceding sentence, the terms and provisions of the Lock-up Letter shall continue in full force and effect. The undersigned understands that the Company and the Underwriters are relying upon the Lock-Up Letter, as modified by this letter agreement, in proceeding toward consummation of the Public Offering.

Very truly yours,

(Signature)

(Address)