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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 20, 2010

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from ______ to ______

Commission file number 001-32242

Domino's Pizza, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Delaware **(State or Other Jurisdiction of Incorporation or Organization)**	**38-2511577** **(I.R.S. Employer Identification No.)**
30 Frank Lloyd Wright Drive **Ann Arbor, Michigan** **(Address of Principal Executive Offices)**	**48106** **(Zip Code)**

(734) 930-3030
(Registrant's Telephone Number, Including Area Code)

Indicate by check mark whether registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☐ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of July 15, 2010, Domino's Pizza, Inc. had 59,210,195 shares of common stock, par value $0.01 per share, outstanding.

Domino's Pizza, Inc.

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements.

Domino's Pizza, Inc. and Subsidiaries
Condensed Consolidated Balance Sheets
(Unaudited)

(In thousands)	June 20, 2010	January 3, 2010 (Note)
Assets		
Current assets:		
Cash and cash equivalents	$ 28,980	$ 42,392
Restricted cash and cash equivalents	77,663	91,141
Accounts receivable	76,565	76,273
Inventories	27,675	25,890
Notes receivable	1,335	1,079
Prepaid expenses and other	8,361	6,155
Advertising fund assets, restricted	21,004	25,116
Deferred income taxes	12,868	10,622
Total current assets	254,451	278,668
Property, plant and equipment:		
Land and buildings	22,134	21,825
Leasehold and other improvements	82,670	83,190
Equipment	169,636	170,202
Construction in progress	3,093	4,499
	277,533	279,716
Accumulated depreciation and amortization	(179,094)	(176,940)
Property, plant and equipment, net	98,439	102,776
Other assets:		
Deferred financing costs	14,656	17,266
Goodwill	17,391	17,606
Capitalized software, net	5,633	3,233
Other assets	13,153	12,366
Deferred income taxes	14,854	21,846
Total other assets	65,687	72,317
Total assets	$ 418,577	$ 453,761
Liabilities and stockholders' deficit		
Current liabilities:		
Current portion of long-term debt	$ 10,521	$ 50,370
Accounts payable	56,025	64,120
Insurance reserves	12,235	12,032
Advertising fund liabilities	21,004	25,116
Other accrued liabilities	66,689	67,785
Total current liabilities	166,474	219,423
Long-term liabilities:		
Long-term debt, less current portion	1,484,574	1,522,463
Insurance reserves	14,598	15,127
Other accrued liabilities	16,017	17,742
Total long-term liabilities	1,515,189	1,555,332
Stockholders' deficit:		
Common stock	590	586
Additional paid-in capital	34,377	24,487
Retained deficit	(1,294,817)	(1,341,961)
Accumulated other comprehensive loss	(3,236)	(4,106)
Total stockholders' deficit	(1,263,086)	(1,320,994)
Total liabilities and stockholders' deficit	$ 418,577	$ 453,761

Note: The balance sheet at January 3, 2010 has been derived from the audited consolidated financial statements at that date but does not include all of the information and footnotes required by accounting principles generally accepted in the United States for complete financial statements.

See accompanying notes.

Domino’s Pizza, Inc. and Subsidiaries
Condensed Consolidated Statements of Income
(Unaudited)

(In thousands, except per share data)	Fiscal Quarter Ended		Two Fiscal Quarters Ended	
	June 20, 2010	June 14, 2009	June 20, 2010	June 14, 2009
Revenues:				
Domestic Company-owned stores	$ 79,076	$ 76,737	$ 167,282	$ 157,732
Domestic franchise	38,831	35,686	80,774	72,569
Domestic supply chain	205,430	172,538	417,959	346,041
International	39,068	31,671	77,520	62,118
Total revenues	362,405	316,632	743,535	638,460
Cost of sales:				
Domestic Company-owned stores	62,893	62,564	132,160	127,276
Domestic supply chain	182,208	154,319	369,555	309,301
International	16,968	13,790	33,492	27,107
Total cost of sales	262,069	230,673	535,207	463,684
Operating margin	100,336	85,959	208,328	174,776
General and administrative	45,787	45,655	96,238	89,554
Income from operations	54,549	40,304	112,090	85,222
Interest income	48	111	79	578
Interest expense	(21,770)	(26,030)	(45,924)	(52,998)
Other	1,493	12,938	7,636	34,112
Income before provision for income taxes	34,320	27,323	73,881	66,914
Provision for income taxes	11,695	12,796	26,737	28,617
Net income	$ 22,625	$ 14,527	$ 47,144	$ 38,297
Earnings per share:				
Common stock – basic	$ 0.39	$ 0.25	$ 0.81	$ 0.67
Common stock – diluted	0.37	0.25	0.78	0.67

See accompanying notes.

Domino's Pizza, Inc. and Subsidiaries
Condensed Consolidated Statements of Cash Flows
(Unaudited)

(In thousands)	Two Fiscal Quarters Ended June 20, 2010	Two Fiscal Quarters Ended June 14, 2009
Cash flows from operating activities:		
Net income	$ 47,144	$ 38,297
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	10,994	11,277
Gains on debt extinguishment	(7,636)	(34,112)
Losses on sale/disposal of assets	123	459
Amortization of deferred financing costs, debt discount and other	2,614	4,242
Provision for deferred income taxes	4,165	10,622
Non-cash compensation expense	5,901	9,838
Other	819	1,584
Changes in operating assets and liabilities	(14,484)	(13,069)
Net cash provided by operating activities	49,640	29,138
Cash flows from investing activities:		
Capital expenditures	(11,058)	(9,407)
Proceeds from sale of assets	1,779	2,229
Changes in restricted cash	13,478	5,710
Other	(1,619)	(1,040)
Net cash provided by (used in) investing activities	2,580	(2,508)
Cash flows from financing activities:		
Proceeds from issuance of common stock	2,294	2,022
Proceeds from exercise of stock options	2,052	721
Tax benefit from stock options	505	322
Proceeds from issuance of long-term debt	2,861	24,348
Repayments of long-term debt and capital lease obligation	(72,968)	(37,281)
Other	(368)	(18)
Net cash used in financing activities	(65,624)	(9,886)
Effect of exchange rate changes on cash and cash equivalents	(8)	(421)
Change in cash and cash equivalents	(13,412)	16,323
Cash and cash equivalents, at beginning of period	42,392	45,372
Cash and cash equivalents, at end of period	$ 28,980	$ 61,695

See accompanying notes.

Domino's Pizza, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements
(Unaudited; tabular amounts in thousands, except percentages, share and per share amounts)

June 20, 2010

1. Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States for complete financial statements. For further information, refer to the consolidated financial statements and footnotes for the fiscal year ended January 3, 2010 included in our annual report on Form 10-K.

In the opinion of management, all adjustments, consisting of normal recurring items, considered necessary for a fair presentation have been included. Operating results for the fiscal quarter and two fiscal quarters ended June 20, 2010 are not necessarily indicative of the results that may be expected for the fiscal year ending January 2, 2011.

2. Comprehensive Income

	Fiscal Quarter Ended		Two Fiscal Quarters Ended	
	June 20, 2010	June 14, 2009	June 20, 2010	June 14, 2009
Net income	$22,625	$14,527	$ 47,144	$ 38,297
Reclassification adjustment for losses included in net income, net of tax	334	316	957	636
Currency translation adjustment, net of tax	(73)	220	(87)	157
Comprehensive income	$22,886	$15,063	$ 48,014	$ 39,090

3. Segment Information

The following tables summarize revenues, income from operations and Segment Income, the measure by which management allocates resources to its reportable segments. Management defines Segment Income as earnings before interest, taxes, depreciation, amortization and other.

	Fiscal Quarters Ended June 20, 2010 and June 14, 2009					
	Domestic Stores	Domestic Supply Chain	International	Intersegment Revenues	Other	Total
Revenues –						
2010	$117,907	$ 221,107	$ 39,068	$ (15,677)	$ —	$362,405
2009	112,423	193,284	31,671	(20,746)	—	316,632
Income from operations –						
2010	$ 33,054	$ 16,830	$ 17,446	N/A	$(12,781)	$ 54,549
2009	27,638	13,098	14,190	N/A	(14,622)	40,304
Segment Income –						
2010	$ 34,863	$ 18,531	$ 17,546	N/A	$ (8,454)	$ 62,486
2009	30,103	14,745	14,283	N/A	(5,549)	53,582

	Two Fiscal Quarters Ended June 20, 2010 and June 14, 2009					
	Domestic Stores	Domestic Supply Chain	International	Intersegment Revenues	Other	Total
Revenues –						
2010	$248,056	$ 458,938	$ 77,520	$ (40,979)	$ —	$743,535
2009	230,301	387,169	62,118	(41,128)	—	638,460
Income from operations –						
2010	$ 70,411	$ 34,739	$ 34,270	N/A	$(27,330)	$112,090
2009	58,021	25,926	27,368	N/A	(26,093)	85,222
Segment Income –						
2010	$ 74,322	$ 38,185	$ 34,465	N/A	$(17,864)	$129,108
2009	62,923	29,298	27,550	N/A	(12,758)	107,013

The following table reconciles Total Segment Income to consolidated income before provision for income taxes.

	Fiscal Quarter Ended		Two Fiscal Quarters Ended	
	June 20, 2010	June 14, 2009	June 20, 2010	June 14, 2009
Total Segment Income	$ 62,486	$ 53,582	$ 129,108	$ 107,013
Depreciation and amortization	(5,491)	(5,490)	(10,994)	(11,277)
Gains (losses) on sale/disposal of assets	111	(379)	(123)	(459)
Other non-cash compensation expense	(2,557)	(2,472)	(5,901)	(5,118)
Expenses for 2009 stock option plan changes	—	(4,937)	—	(4,937)
Income from operations	54,549	40,304	112,090	85,222
Interest income	48	111	79	578
Interest expense	(21,770)	(26,030)	(45,924)	(52,998)
Other	1,493	12,938	7,636	34,112
Income before provision for income taxes	$ 34,320	$ 27,323	$ 73,881	$ 66,914

4. Earnings Per Share

	Fiscal Quarter Ended		Two Fiscal Quarters Ended	
	June 20, 2010	June 14, 2009	June 20, 2010	June 14, 2009
Net income available to common stockholders – basic and diluted	$ 22,625	$ 14,527	$ 47,144	$ 38,297
Basic weighted average number of shares	58,221,492	57,303,187	58,098,230	57,165,460
Earnings per share – basic	$ 0.39	$ 0.25	$ 0.81	$ 0.67
Diluted weighted average number of shares	60,760,689	57,737,247	60,305,138	57,524,565
Earnings per share – diluted	$ 0.37	$ 0.25	$ 0.78	$ 0.67

The denominator in calculating diluted earnings per share for common stock for the second quarter of 2010 does not include 374,950 options to purchase common stock, as the effect of including these options would have been anti-dilutive. The denominator in calculating diluted earnings per share for common stock for the first two quarters of 2010 does not include 733,167 options to purchase common stock, as the effect of including these options would have been anti-dilutive. The denominator used in calculating diluted earnings per share for common stock for the second quarter of 2009 does not include 8,087,845 options to purchase common stock, as the effect of including these options would have been anti-dilutive. The denominator used in calculating diluted earnings per share for common stock for the first two quarters of 2009 does not include 8,310,063 options to purchase common stock, as the effect of including these options would have been anti-dilutive. The basic and diluted earnings per share amounts calculated including unvested share-based payment awards that contain non-forfeitable rights to dividends or dividend equivalents under the two-class method are equivalent to the basic and diluted earnings per share amounts above for all periods presented.

5. Debt Repurchases

During the second quarter of 2010, the Company repurchased and retired $20.0 million in principal amount of its 5.261% Fixed Rate Series 2007-1 Senior Notes, Class A-2 (Class A-2 Notes) and approximately $0.4 million in principal amount of its 7.629% Fixed Rate Series 2007-1 Subordinated Notes, Class M-1 (Class M-1 Notes). The combined purchase price was approximately $19.0 million, including $0.1 million of accrued interest. During the first two quarters of 2010, the Company repurchased and retired a total of $80.0 million in principal amount of its Class A-2 Notes and approximately $0.4 million of its Class M-1 notes for a combined purchase price of approximately $73.0 million, including $0.3 million of accrued interest. These activities resulted in pre-tax gains of approximately $1.5 million in the second quarter of 2010 and $7.6 million in the first two quarters of 2010, which were recorded in Other in the Company's consolidated statements of income. In connection with the aforementioned repurchases, the Company paid and expensed required insurance fees and also wrote off deferred financing fees totaling approximately $0.5 million in the second quarter of 2010 and approximately $1.1 million in the first two quarters of 2010, which were recorded in interest expense in the Company's consolidated statements of income.

Subsequent to the second quarter of 2010, the Company repurchased and retired an additional $10.0 million in principal amount of its Class A-2 Notes for a purchase price of approximately $9.4 million, including $0.1 million of accrued interest, which resulted in a pre-tax gain of approximately $0.7 million. The pre-tax gain will be recorded in the third quarter of 2010 in Other in the Company's consolidated statement of income. The Company has classified the $10.0 million of outstanding Class A-2 Notes as a current liability in the consolidated balance sheet as of June 20, 2010.

6. Income Taxes

During the second quarter of 2010, and as a result of a retroactive change to state law, the Company reduced its liability by approximately $2.9 million for unrecognized tax benefits related to a state income tax matter. Approximately $1.9 million of the decrease was related to gross unrecognized tax benefits and approximately $1.0 million was related to interest and penalties. As a result, approximately $1.7 million was recognized as an income tax benefit and reduced the Company's effective tax rate in the second quarter and the first two quarters of 2010. Additionally, the Company's effective tax rate for the second quarter and the first two quarters of 2010 benefited from changes made to our overall tax structure.

7. Fair Value Measurements

Fair value measurements enable the reader of the financial statements to assess the inputs used to develop those measurements by establishing a hierarchy for ranking the quality and reliability of the information used to determine fair values.

The Company classifies and discloses assets and liabilities carried at fair value in one of the following three categories:

Level 1: Quoted market prices in active markets for identical assets or liabilities.

Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

The fair values of the Company's cash equivalents and investments in marketable securities are based on quoted prices in active markets for identical assets. The following tables summarize the carrying amounts and fair values of certain assets at June 20, 2010 and January 3, 2010.

	At June 20, 2010			
		Fair Value Estimated Using		
	Carrying Amount	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Cash equivalents	$16,914	$16,914	$ —	$ —
Restricted cash equivalents	36,587	36,587	—	—
Investments in marketable securities	1,019	1,019	—	—

	At January 3, 2010			
		Fair Value Estimated Using		
	Carrying Amount	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Cash equivalents	$37,078	$37,078	$ —	$ —
Restricted cash equivalents	51,962	51,962	—	—
Investments in marketable securities	1,406	1,406	—	—

At June 20, 2010, management estimated that the approximately $1.3 billion in principal amount of outstanding Class A-2 Notes had a fair value of approximately $1.2 billion and the approximately $99.6 million in principal amount of outstanding Class M-1 Notes had a fair value of approximately $87.2 million. The Company determined the estimated fair value amounts by using available market information. The Company obtained broker quotes from three separate brokerage firms that are knowledgeable about the Company's fixed rate notes, and at times, trade these notes. Further, the Company performs its own internal analysis based on the information it gathers from public markets, including information on notes that are similar to that of the Company. However, considerable judgment is required in interpreting market data to develop estimates of fair value. Accordingly, the fair value estimates presented herein are not necessarily indicative of the amount that the Company or the debtholders could realize in a current market exchange. The use of different assumptions and/or estimation methodologies may have a material effect on the estimated fair value.

8. New Accounting Pronouncements

In June 2009, the FASB amended the consolidation guidance associated with variable-interest entities. The amendments included: (1) the elimination of the exemption for qualifying special purpose entities; (2) a new approach for determining who should consolidate a variable-interest entity; and (3) changes to when it is necessary to reassess who should consolidate a variable-interest entity. This guidance is effective for the first annual reporting period beginning after November 15, 2009 and for interim periods within that first annual reporting period. The Company adopted the new consolidation guidance during the first quarter of 2010 and it did not have an impact on the consolidated results of the Company.

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Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

(Unaudited; tabular amounts in millions, except percentages and store data)

The 2010 second quarter referenced herein represents the twelve-week period ended June 20, 2010, while the 2009 second quarter represents the twelve-week period ended June 14, 2009. The 2010 first two quarters referenced herein represents the twenty-four week period ended June 20, 2010, while the 2009 first two quarters represents the twenty-four week period ended June 14, 2009.

Overview

We are the number one pizza delivery company in the United States and have a leading international presence. We operate through a network of Company-owned stores, all of which are in the United States, and franchise stores located in all 50 states and in more than 60 international markets. In addition, we operate regional dough manufacturing and supply chain centers in the United States and Canada.

Our financial results are driven largely by retail sales at our franchise and Company-owned stores. Changes in retail sales are driven by changes in same store sales and store counts. We monitor both of these metrics very closely, as they directly impact our revenues and profits, and strive to consistently increase both same store sales and our store counts. Retail sales drive Company-owned store revenues, royalty payments from franchisees and supply chain revenues. Retail sales are primarily impacted by the strength of the Domino's Pizza® brand, the results of our marketing promotions, our ability to execute our store operating model, the overall global economic environment and the success of our business strategies.

	Second Quarter of 2010		Second Quarter of 2009		First Two Quarters of 2010		First Two Quarters of 2009	
Global retail sales growth	+12.5%		(4.7)%		+14.9%		(4.6)%	
Same store sales growth:								
Domestic Company-owned stores	+8.3%		(3.3)%		+11.5%		(1.7)%	
Domestic franchise stores	+8.8%		(0.4)%		+11.6%		+0.3%	
Domestic stores	+8.8%		(0.7)%		+11.6%		+0.1%	
International stores	+6.2%		+4.1%		+5.3%		+5.4%	
Store counts (at end of period):								
Domestic Company-owned stores	455		483					
Domestic franchise stores	4,454		4,484					
Domestic stores	4,909		4,967					
International stores	4,188		3,906					
Total stores	9,097		8,873					
Income statement data:								
Total revenues	$ 362.4	100.0%	$ 316.6	100.0%	$ 743.5	100.0%	$ 638.5	100.0%
Cost of sales	262.1	72.3%	230.7	72.9%	535.2	72.0%	463.7	72.6%
General and administrative	45.8	12.6%	45.7	14.4%	96.2	12.9%	89.6	14.0%
Income from operations	54.5	15.1%	40.3	12.7%	112.1	15.1%	85.2	13.3%
Interest expense, net	(21.7)	(6.0)%	(25.9)	(8.2)%	(45.8)	(6.2)%	(52.4)	(8.2)%
Other	1.5	0.4%	12.9	4.1%	7.6	1.0%	34.1	5.3%
Income before provision for income taxes	34.3	9.5%	27.3	8.6%	73.9	9.9%	66.9	10.5%
Provision for income taxes	11.7	3.3%	12.8	4.0%	26.7	3.6%	28.6	4.5%
Net income	$ 22.6	6.2%	$ 14.5	4.6%	$ 47.1	6.3%	$ 38.3	6.0%

During the second quarter of 2010, we continued the domestic sales momentum we experienced in the first quarter. This momentum began in 2009 when we experienced positive traffic throughout the year, which we believe stemmed from our concerted efforts and investments to improve upon our menu, marketing, technology, operations and franchise base. At the end of 2009, we launched an improved pizza recipe, which has resonated with existing and new customers and has driven both trial and repeat orders, as well as continued positive customer traffic. Combined with an innovative advertising campaign, continued focus on operational excellence and efforts to strengthen our franchisee base made in 2009, we experienced another quarter of traffic and sales increases in both our domestic Company-owned and franchise stores. We believe that the positive results of both 2009 and the first half of 2010 can result in continued momentum and year-over-year growth during the second half of 2010. Additionally, our international division continued to post strong same store sales growth (6.2% in the second quarter of 2010) and store count growth, demonstrating the consistency and reliability of this business segment.

These strong results from both our domestic and international stores have produced significant earnings per share growth and increased free cash flow. We believe that our new product platforms, investments made in the Company, including marketing and technology initiatives, and improved operating margins have improved unit economics at our stores and have positioned us well for the future.

Global retail sales, which are total retail sales at Company-owned and franchise stores worldwide, increased 12.5% in the second quarter of 2010 and increased 14.9% in the first two quarters of 2010. These increases were driven primarily by both domestic and international same store sales growth as well as an increase in our worldwide store counts during the trailing four quarters, and, to a lesser extent, the positive impact of foreign currency exchange rates on our international sales. Domestic same store sales growth reflected the continued success of our improved pizza and our continued focus on operational excellence. International same store sales growth reflected continued strong performance in the key markets where we compete.

Revenues increased $45.8 million, up 14.5% in the second quarter of 2010; and increased $105.0 million, up 16.5% in the first two quarters of 2010. These increases were driven by higher domestic supply chain revenues resulting from increased volumes and higher cheese and other commodity prices, higher same store sales domestically and abroad and international store count growth.

Income from operations increased $14.2 million, up 35.3% in the second quarter of 2010; and increased $26.9 million, up 31.5% in the first two quarters of 2010. These increases were due primarily to higher royalty revenues from domestic and international franchise stores, larger volumes in our supply chain business and higher domestic Company-owned store margins. These increases were offset, in part, by higher variable general and administrative expenses, including higher performance-based bonuses as a result of our strong operating performance, as well as continued investments in growth initiatives. Additionally, comparable results from the prior year periods contained a negative impact of approximately $4.9 million of expenses incurred in connection with the Company's stock plan changes in 2009.

Net income increased $8.1 million, up 55.7% in the second quarter of 2010; and increased $8.8 million, up 23.1% in the first two quarters of 2010. These increases were due primarily to the aforementioned increases in income from operations and lower interest expense, as a result of lower debt balances and the positive impact of a lower effective tax rate, offset in part by lower pre-tax gains recorded on the extinguishment of debt.

Revenues

	Second Quarter of 2010		Second Quarter of 2009		First Two Quarters of 2010		First Two Quarters of 2009	
Domestic Company-owned stores	$ 79.1	21.8%	$ 76.7	24.2%	$167.3	22.5%	$157.7	24.7%
Domestic franchise	38.8	10.7%	35.7	11.3%	80.8	10.9%	72.6	11.4%
Domestic supply chain	205.4	56.7%	172.5	54.5%	418.0	56.2%	346.0	54.2%
International	39.1	10.8%	31.7	10.0%	77.5	10.4%	62.1	9.7%
Total revenues	$362.4	100.0%	$316.6	100.0%	$743.5	100.0%	$638.5	100.0%

Revenues primarily consist of retail sales from our Company-owned stores, royalties from our domestic and international franchise stores and sales of food, equipment and supplies from our supply chain centers to significantly all of our domestic franchise stores and certain international franchise stores. Company-owned store and franchise store revenues may vary significantly from period to period due to changes in store count mix, while supply chain revenues may vary significantly as a result of fluctuations in commodity prices, primarily cheese and meats.

Domestic Stores Revenues

	Second Quarter of 2010		Second Quarter of 2009		First Two Quarters of 2010		First Two Quarters of 2009	
Domestic Company-owned stores	$ 79.1	67.1%	$ 76.7	68.3%	$167.3	67.4%	$157.7	68.5%
Domestic franchise	38.8	32.9%	35.7	31.7%	80.8	32.6%	72.6	31.5%
Domestic stores	$117.9	100.0%	$112.4	100.0%	$248.1	100.0%	$230.3	100.0%

Domestic stores revenues increased $5.5 million, up 4.9% in the second quarter of 2010; and increased $17.8 million, up 7.7% in the first two quarters of 2010. These increases were due primarily to higher domestic Company-owned and franchise same store sales. These changes in domestic stores revenues are more fully described below.

Domestic Company-Owned Stores Revenues

Revenues from domestic Company-owned store operations increased $2.4 million, up 3.0% in the second quarter of 2010; and increased $9.6 million, up 6.1% in the first two quarters of 2010. These increases were due to higher same store sales, offset in part by a decrease in the number of Company-owned stores open during both the second quarter and first two quarters of 2010. Domestic Company-owned same store sales increased 8.3% in the second quarter of 2010 and increased 11.5% in the first two quarters of 2010. This compared to a decrease of 3.3% in the second quarter of 2009 and a decrease of 1.7% in the first two quarters of 2009. There were 455 Company-owned stores in operation at the end of the second quarter of 2010, versus 483 at the end of the second quarter of 2009.

Domestic Franchise Revenues

Revenues from domestic franchise operations increased $3.1 million, up 8.8% in the second quarter of 2010; and increased $8.2 million, up 11.3% in the first two quarters of 2010. These increases were due primarily to higher same store sales, offset slightly by a decrease in the average number of domestic franchise stores open during 2010. Domestic franchise same store sales increased 8.8% in the second quarter of 2010; and increased 11.6% in the first two quarters of 2010. This compared to a decrease of 0.4% in the second quarter of 2009; and an increase of 0.3% in the first two quarters of 2009. There were 4,454 domestic franchise stores in operation at the end of the second quarter of 2010, versus 4,484 at the end of the second quarter of 2009.

Domestic Supply Chain Revenues

Revenues from domestic supply chain operations increased $32.9 million, up 19.1% in the second quarter of 2010; and increased $72.0 million, up 20.8% in the first two quarters of 2010. These increases were due primarily to higher volumes related to increases in domestic retail sales and an increase in overall commodity prices, including cheese and meats. The published cheese block price-per-pound averaged $1.40 in the second quarter of 2010 and averaged $1.42 in the first two quarters of 2010. This was up from $1.20 and $1.22 in the comparable periods in 2009. Had the 2010 average cheese prices been in effect during 2009, domestic supply chain revenues for the second quarter of 2009 would have been approximately $4.1 million higher than the reported 2009 amounts; and domestic supply chain revenues for the first two quarters of 2009 would have been approximately $8.5 million higher than the reported 2009 amounts.

International Revenues

	Second Quarter of 2010		Second Quarter of 2009		First Two Quarters of 2010		First Two Quarters of 2009	
International royalty and other	$19.9	51.0%	$16.6	52.2%	$ 39.8	51.3%	$ 32.4	52.1%
International supply chain	19.2	49.0%	15.1	47.8%	37.7	48.7%	29.7	47.9%
International	$39.1	100.0%	$31.7	100.0%	$ 77.5	100.0%	$ 62.1	100.0%

International revenues consist of royalties from our international franchise stores and international supply chain sales. Revenues from international operations increased $7.4 million, up 23.4% in the second quarter of 2010; and increased $15.4 million, up 24.8% in the first two quarters of 2010. These increases were comprised of a $4.1 million increase in the second quarter, and an $8.0 million increase in the first two quarters, in supply chain revenues as well as a $3.3 million increase in the second quarter, and a $7.4 million increase in the first two quarters, in royalty and other revenues. The increases in international supply chain revenues were due primarily to the positive impact of changes in foreign currency exchange rates of approximately $2.1 million in the second quarter of 2010 and approximately $4.6 million in the first two quarters of 2010, and to a lesser extent, higher volumes. The increases in international royalty and other revenues were primarily due to higher same store sales and an increase in the average number of international stores open during 2010, as well as the positive impact of changes in foreign currency exchange rates of approximately $0.7 million in the second quarter of 2010 and approximately $2.5 million in the first two quarters of 2010.

On a constant dollar basis (which reflects changes in international local currency sales), same store sales increased 6.2% in the second quarter of 2010, and increased 5.3% in the first two quarters of 2010. This compared to an increase of 4.1% in the second quarter of 2009, and an increase of 5.4% in the first two quarters of 2009. On a historical dollar basis, same store sales increased 10.4% in the second quarter of 2010, and increased 13.7% in the first two quarters of 2010. This compared to a decrease of 13.7% in the second quarter of 2009, and a decrease of 14.4% in the first two quarters of 2009. The variance in our same store sales on a constant dollar basis versus a historical dollar basis in 2010 was caused by the weakening of the U.S. dollar. There were 4,188 international stores in operation at the end of the second quarter of 2010, compared to 3,906 at the end of the second quarter of 2009.

Cost of Sales / Operating Margin

	Second Quarter of 2010		Second Quarter of 2009		First Two Quarters of 2010		First Two Quarters of 2009	
Consolidated revenues	$362.4	100.0%	$316.6	100.0%	$743.5	100.0%	$638.5	100.0%
Consolidated cost of sales	262.1	72.3%	230.7	72.9%	535.2	72.0%	463.7	72.6%
Consolidated operating margin	$100.3	27.7%	$ 86.0	27.1%	$208.3	28.0%	$174.8	27.4%

Consolidated cost of sales consists primarily of domestic Company-owned store and domestic supply chain costs incurred to generate related revenues. Components of consolidated cost of sales primarily include food, labor and occupancy costs.

The consolidated operating margin, which we define as revenues less cost of sales, increased $14.3 million, up 16.7% in the second quarter of 2010; and increased $33.5 million, up 19.2% in the first two quarters of 2010. These increases were due primarily to higher margins in our domestic supply chain and domestic Company-owned store businesses (as described in more detail below) and higher franchise royalty revenues as a result of strong global retail sales. Franchise revenues do not have a cost of sales component and, as such, changes in franchise revenues have a disproportionate effect on the consolidated operating margin.

As a percentage of revenues, the consolidated operating margin increased 0.6 percentage points in both the second quarter and first two quarters of 2010. These increases were due primarily to lower cost of sales as a percentage of revenues in our domestic supply chain and Company-owned store operations due primarily to increased volumes, as discussed below, offset in part by an increase in overall commodity prices, including cheese and meats.

As indicated above, the consolidated operating margin as a percentage of revenues was negatively impacted by higher commodity costs, including cheese. Cheese price changes are a “pass-through” in domestic supply chain revenues and cost of sales and, as such, have no impact on the related operating margin as measured in dollars. However, cheese price changes do impact operating margin when measured as a percentage of revenues. For example, if the 2010 average cheese prices had been in effect during 2009, this impact on supply chain margins would have caused the consolidated operating margin to be approximately 26.8% of total revenues for the second quarter of 2009 and to be approximately 27.0% of total revenues for the first two quarters of 2009. This was versus the reported 27.1% and 27.4% in the comparable periods.

Domestic Company-Owned Stores Operating Margin

Domestic Company-Owned Stores	Second Quarter of 2010		Second Quarter of 2009		First Two Quarters of 2010		First Two Quarters of 2009	
Revenues	$79.1	100.0%	$76.7	100.0%	$167.3	100.0%	$157.7	100.0%
Cost of sales	62.9	79.5%	62.6	81.5%	132.2	79.0%	127.3	80.7%
Store operating margin	$16.2	20.5%	$14.2	18.5%	$ 35.1	21.0%	$ 30.5	19.3%

The domestic Company-owned store operating margin increased $2.0 million, up 14.2% in the second quarter of 2010; and increased $4.6 million, up 15.3% in the first two quarters of 2010. These margin increases were due primarily to higher same store sales, offset in part by an increase in overall commodity prices, including cheese and meats. As a percentage of store revenues, the store operating margin increased 2.0 percentage points in the second quarter of 2010, and increased 1.7 percentage points in the first two quarters of 2010, as discussed in more detail below.

As a percentage of store revenues, labor and related costs decreased 1.4 percentage points to 30.7% in the second quarter of 2010, and decreased 1.3 percentage points to 30.8% in the first two quarters of 2010. These decreases were due primarily to efficiencies obtained with higher same store sales, offset in part by higher average wage rates.

As a percentage of store revenues, occupancy costs (which include rent, telephone, utilities and depreciation), decreased 1.4 percentage points to 10.5% in the second quarter of 2010 and decreased 1.6 percentage points to 10.2% in the first two quarters of 2010. These decreases were due primarily to efficiencies obtained with higher same store sales.

As a percentage of store revenues, insurance costs decreased 0.1 percentage points to 3.3% in the second quarter of 2010, and decreased 0.3 percentage points to 3.1% in the first two quarters of 2010.

As a percentage of store revenues, food costs increased 1.5 percentage points to 27.1% in the second quarter of 2010, and increased 1.8 percentage points to 27.1% in the first two quarters of 2010. These increases were due primarily to the negative impact of a lower average customer price paid per order during the second quarter and first two quarters of 2010, higher cheese and meat prices and a slight increase in the product costs for our improved pizza. The cheese block price-per-pound averaged $1.40 in the second quarter of 2010 and $1.42 in the first two quarters of 2010. This compared to $1.20 in the second quarter of 2009 and $1.22 in the first two quarters of 2009.

Domestic Supply Chain Operating Margin

Domestic Supply Chain	Second Quarter of 2010		Second Quarter of 2009		First Two Quarters of 2010		First Two Quarters of 2009	
Revenues	$205.4	100.0%	$172.5	100.0%	$418.0	100.0%	$346.0	100.0%
Cost of sales	182.2	88.7%	154.3	89.4%	369.6	88.4%	309.3	89.4%
Supply Chain operating margin	$ 23.2	11.3%	$ 18.2	10.6%	$ 48.4	11.6%	$ 36.7	10.6%

The domestic supply chain operating margin increased $5.0 million, up 27.5% in the second quarter of 2010; and increased $11.7 million, up 31.7% in the first two quarters of 2010. These margin increases were due primarily to higher volumes as a result of increases in domestic retail sales.

As a percentage of supply chain revenues, the supply chain operating margin increased 0.7 percentage points in the second quarter of 2010; and increased 1.0 percentage points in the first two quarters of 2010. These increases were due primarily to higher volumes and changes in product mix, offset in part by higher commodity prices, including cheese and meats as well as higher fuel costs. Increases in certain food prices have a negative effect on the domestic supply chain operating margin due to the fixed dollar margin earned by domestic supply chain on such food items. Had the 2010 cheese prices been in effect during 2009, the domestic supply chain operating margin as a percentage of domestic supply chain revenues would have been approximately 10.3% for the second quarter of 2009 and approximately 10.4% for the first two quarters of 2009. This was versus the reported 10.6% in both of the comparable periods.

General and Administrative Expenses

General and administrative expenses increased $0.1 million, up 0.3% in the second quarter of 2010; and increased $6.6 million, up 7.5% in the first two quarters of 2010. These increases were due primarily to higher variable general and administrative expenses, including higher performance based bonuses, store awards and incentives as a result of our strong operating performance, as well as continued investments in growth initiatives. These increases were offset in part by the effect of approximately $4.9 million of expenses incurred in the second quarter of 2009 in connection with the Company’s stock plan changes, offset in part by $2.0 million of net proceeds received in the second quarter of 2009 from an insurance settlement. Additionally, these increases were partially offset by lower bad debt expense in 2010 resulting from improved payments from our franchisees.

Interest Expense

Interest expense decreased $4.3 million to $21.8 million in the second quarter of 2010; and decreased $7.1 million to $45.9 million in the first two quarters of 2010, due primarily to lower debt balances attributable to our debt repurchases.

The Company’s cash borrowing rate was 5.9% in both the second quarter and first two quarters of 2010, which improved from 6.1% in the second quarter and first two quarters of 2009. The Company’s average outstanding debt balance, excluding capital lease obligations, was approximately $1.5 billion in the second quarter and first two quarters of 2010 versus $1.7 billion in the comparable periods in 2009.

Other

The Other amount of $1.5 million in the second quarter of 2010 and $7.6 million in the first two quarters of 2010 represent the gains recognized on the repurchase and retirement of principal on the Class A-2 Notes and Class M-1 Notes of $20.4 million in the second quarter of 2010 and $80.4 million in the first two quarters of 2010. This compared to gains recognized on the repurchase and retirement of principal on the Class A-2 Notes of $12.9 million in the second quarter of 2009 and $34.1 million in the first two quarters of 2009.

Provision for Income Taxes

Provision for income taxes decreased $1.1 million to $11.7 million in the second quarter of 2010, and decreased $1.9 million to $26.7 million in the first two quarters of 2010. The effective tax rate was 34.1% in the second quarter of 2010, and 36.2% in the first two quarters of 2010. This compared to 46.8% in the second quarter of 2009 and 42.8% in the first two quarters of 2009. The effective rates for the second quarter and first two quarters of 2010 were positively impacted by reserve adjustments related to a state income tax matter; while the effective rates in 2009 were negatively impacted by reserve adjustments related to a state income tax matter. Additionally, the Company’s effective tax rate for the second quarter and the first two quarters of 2010 benefited from changes made to our overall tax structure.

Liquidity and Capital Resources

As of June 20, 2010, we had working capital of $10.3 million, excluding restricted cash and cash equivalents of $77.7 million, and including total unrestricted cash and cash equivalents of $29.0 million. Historically, we have operated with minimal positive or negative working capital, primarily because our receivable collection periods and inventory turn rates are faster than the normal payment terms on our current liabilities. We generally collect our receivables within three weeks from the date of the related sale, and we generally experience 40 to 50 inventory turns per year. In addition, our sales are not typically seasonal, which further limits our working capital requirements. These factors, coupled with significant and ongoing cash flows from operations, which are primarily used to service our debt obligations, invest in our business and repurchase common stock, reduce our working capital amounts. As of June 20, 2010, the Company had approximately $34.8 million of cash held as collateral for outstanding letters of credit, $29.7 million of cash held for future interest payments, $6.8 million of cash held in interest reserves, $6.0 million of cash held for capitalization of certain subsidiaries and $0.4 million of other restricted cash, for a total of $77.7 million of restricted cash and cash equivalents. During the second quarter of 2010, the Company reclassified $4.0 million from restricted to unrestricted cash and cash equivalents as a result of a lower cash requirement for capitalization of certain subsidiaries, and a lower requirement for cash held for interest reserves, based on the terms of the related agreement.

As of June 20, 2010, we had nearly $1.5 billion of long-term debt, of which $10.5 million was classified as a current liability. Our primary source of liquidity is cash flows from operations. During the first two quarters of 2010, the Company borrowed an additional $2.4 million under its variable funding note facility and is now fully drawn on the $60.0 million variable funding notes facility.

During the second quarter of 2010, the Company used a combination of cash on hand and cash flows from operations to fund the repurchase and retirement of $20.0 million in principal amount of its Class A-2 Notes and approximately $0.4 million in principal amount of its Class M-1 Notes. The combined purchase price was approximately $19.0 million, including $0.1 million of accrued interest. During the first two quarters of 2010, the Company used a combination of cash on hand and cash flows from operations to fund the repurchase and retirement of $80.0 million in principal amount of its Class A-2 Notes and approximately $0.4 million of its Class M-1 notes for a combined purchase price of approximately $73.0 million, including $0.3 million of accrued interest. Subsequent to the second quarter of 2010, the Company used a combination of cash on hand and cash flows from operations to fund the repurchase and retirement of an additional $10.0 million in principal amount of its Class A-2 Notes for a purchase price of approximately $9.4 million, including $0.1 million of accrued interest.

During the first quarter of 2010, the Company experienced a significant growth in same store sales versus the prior year quarter as positive traffic continued in our stores. This positive trend continued during the second quarter of 2010 as we experienced strong domestic same store sales and higher volumes in our supply chain business resulting from the continued success of our improved pizza and our focus on operational excellence. Additionally, our international business continued to perform well, with positive same store sales and store growth. All of these factors have contributed to the Company's continued ability to generate positive operating cash flows. We expect to use our unrestricted cash and cash equivalents and ongoing cash flows from operations to fund working capital requirements, invest in our core business and reduce our long-term debt. We have historically funded our working capital requirements, capital expenditures, debt repayments and share repurchases primarily from our cash flows from operations and, when necessary, our available borrowings under the variable funding notes. Management believes its current unrestricted cash and cash equivalents balance and its expected ongoing cash flows from operations are sufficient to fund operations for the foreseeable future. We did not have any material commitments for capital expenditures as of June 20, 2010.

Cash provided by operating activities was $49.6 million in the first two quarters of 2010 and $29.1 million in the first two quarters of 2009. The $20.5 million increase was due primarily to a $21.9 million increase in net income, after excluding non-cash adjustments versus the prior year period, resulting primarily from our improved operating performance. This increase was offset, in part by a $1.4 million net change in operating assets and liabilities, due primarily to the timing of payments of current operating liabilities.

Cash provided by investing activities was $2.6 million in the first two quarters of 2010; and cash used in investing activities was $2.5 million in the first two quarters of 2009. The $5.1 million net change was due primarily to a $7.8 million change in restricted cash and cash equivalents resulting from the timing of interest and other payments relating to our financing offset, in part by a $1.7 million increase in capital expenditures related to investments in technology initiatives.

Cash used in financing activities was $65.6 million in the first two quarters of 2010 and $9.9 million in the first two quarters of 2009. The $55.7 million increase was due primarily to a $35.7 million increase in repayments of long-term debt and capital lease obligations and a $21.5 million decrease in the proceeds from issuance of long-term debt.

Based upon the current level of operations and anticipated growth, we believe that the cash generated from operations and our current unrestricted cash and cash equivalents will be adequate to meet our anticipated debt service requirements, capital expenditures and working capital needs for the foreseeable future. Our ability to continue to fund these items and continue to reduce debt could be adversely affected by the occurrence of any of the events described under "Risk Factors" in our filings with the Securities and Exchange Commission. There can be no assurance, however, that our business will generate sufficient cash flows from operations or that future borrowings will be available under the variable funding notes or otherwise to enable us to service our indebtedness, or to make anticipated capital expenditures. Our future operating performance and our ability to service, extend or refinance the fixed rate notes, and to service, extend or refinance the variable funding notes will be subject to future economic conditions and to financial, business and other factors, many of which are beyond our control.

New Accounting Pronouncements

The Company considered relevant recently-issued accounting pronouncements during the second quarter and first two quarters of 2010, as discussed in Footnote 8 of the Notes to Condensed Consolidated Financial Statements, included in this Form 10-Q.

Forward-Looking Statements

This filing contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. You can identify forward-looking statements because they contain words such as “believes,” “expects,” “may,” “will,” “should,” “seeks,” “approximately,” “intends,” “plans,” “estimates,” or “anticipates” or similar expressions that concern our strategy, plans or intentions. Forward-looking statements relating to our anticipated profitability, estimates in same store sales growth, the growth of our international business, ability to service our indebtedness, our intentions with respect to the extensions of the interest-only period on our fixed rate notes, our operating performance, the anticipated success of our new improved pizza product, trends in our business and other descriptions of future events reflect management’s expectations based upon currently available information and data. However, actual results are subject to future risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such forward-looking statements. The risks and uncertainties that could cause actual results to differ materially include: the level of our long-term and other indebtedness; the uncertainties relating to litigation; consumer preferences, spending patterns and demographic trends; the effectiveness of our advertising, operations and promotional initiatives; the strength of our brand in the markets in which we compete; our ability to retain key personnel; new product and concept developments by the Company, such as our improved pizza, and other food-industry competitors; the ongoing level of profitability of our franchisees; the ability of the Company and our franchisees to open new restaurants and keep existing restaurants in operation; changes in food prices, particularly cheese, labor, utilities, insurance, employee benefits and other operating costs; the impact that widespread illness or general health concerns may have on our business and the economy of the countries where we operate; severe weather conditions and natural disasters; changes in our effective tax rate; changes in government legislation and regulations; adequacy of our insurance coverage; costs related to future financings; our ability and that of our franchisees to successfully operate in the current credit environment; changes in the level of consumer spending given the general economic conditions including interest rates, energy prices and weak consumer confidence; availability of borrowings under our variable funding notes and our letters of credit; and changes in accounting policies. Important factors that could cause actual results to differ materially from our expectations are more fully described in our other filings with the Securities and Exchange Commission, including under the section headed “Risk Factors” in our annual report on Form 10-K. Except as required by applicable securities law, we do not undertake to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Market Risk

The Company is exposed to market risk from interest rate changes on our variable rate debt, which consists of variable funding note borrowings that are outstanding from time to time. Management actively monitors this exposure when present. As of June 20, 2010, we had $60.0 million of outstanding variable funding note borrowings. Our outstanding fixed rate notes, which comprise substantially all of our outstanding borrowings, contain fixed interest rates until April 2012. We do not engage in speculative transactions nor do we hold or issue financial instruments for trading purposes.

The Company is exposed to market risk from changes in commodity prices. During the normal course of business, we purchase cheese and certain other food products that are affected by changes in commodity prices and, as a result, we are subject to volatility in our food costs. We may periodically enter into financial instruments to manage this risk. We do not engage in speculative transactions nor do we hold or issue financial instruments for trading purposes. In instances where we use forward pricing agreements with our suppliers, we use these agreements to cover our physical commodity needs; the agreements are not net-settled and are accounted for as normal purchases.

Item 4. Controls and Procedures.

Management, with the participation of the Company's President and Chief Executive Officer, J. Patrick Doyle, and Executive Vice President and Chief Financial Officer, Wendy A. Beck, performed an evaluation of the effectiveness of the Company's disclosure controls and procedures (as that term is defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended) as of the end of the period covered by this report. Based on that evaluation, Mr. Doyle and Ms. Beck concluded that the Company's disclosure controls and procedures were effective.

During the quarterly period ended June 20, 2010, there were no changes in the Company's internal controls over financial reporting that have materially affected or are reasonably likely to materially affect the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings.

We are a party to lawsuits, revenue agent reviews by taxing authorities and administrative proceedings in the ordinary course of business which include, without limitation, workers' compensation, general liability, automobile and franchisee claims. We are also subject to suits related to employment practices.

While we may occasionally be party to large claims, including class action suits, we do not believe that these matters, individually or in the aggregate, will materially and adversely affect our financial position, results of operations or cash flows.

Item 1A. Risk Factors.

There have been no material changes in the risk factors previously disclosed in the Company's Form 10-K for the fiscal year ended January 3, 2010.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

None.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Removed and Reserved.

Item 5. Other Information.

None.

Item 6. Exhibits.

Exhibit Number	Description
10.1	Employment Agreement dated as of February 25, 2010 between Domino's Pizza LLC and J. Patrick Doyle.
10.2	Amendment to the Employment Agreement dated as of July 26, 2010 between Domino's Pizza LLC and Wendy A. Beck.
10.3	Amendment to the Employment Agreement dated as of July 26, 2010 between Domino's Pizza LLC and Russell J. Weiner.
10.4	Amendment to the Employment Agreement dated as of July 26, 2010 between Domino's Pizza LLC and Michael T. Lawton.
10.5	Amendment to the Employment Agreement dated as of July 26, 2010 between Domino's Pizza LLC and James G. Stansik.
31.1	Certification by J. Patrick Doyle pursuant to Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, relating to Domino's Pizza, Inc.
31.2	Certification by Wendy A. Beck pursuant to Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, relating to Domino's Pizza, Inc.
32.1	Certification by J. Patrick Doyle pursuant to Section 1350, Chapter 63 of Title 18, United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, relating to Domino's Pizza, Inc.
32.2	Certification by Wendy A. Beck pursuant to Section 1350, Chapter 63 of Title 18, United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, relating to Domino's Pizza, Inc.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DOMINO'S PIZZA, INC.
(Registrant)

Date July 27, 2010

/s/ Wendy A. Beck
Wendy A. Beck
Chief Financial Officer

Exhibit 10.1

EXECUTION COPY

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made as of February 25, 2010, effective as of March 8, 2010 among Domino's Pizza, Inc., a Delaware corporation (the "Company"), Domino's, Inc., a Delaware corporation ("DI") and Domino's Pizza, LLC, a Michigan limited liability company ("DPLLC" and, together with DI, the "Principal Subsidiaries") and J. Patrick Doyle (the "Executive").

Recitals

1. The operations of the Company and its Affiliates (as defined in Sub-Section 11.1) are a complex matter requiring direction and leadership in a variety of areas.

2. The Executive has experience and expertise that qualify him to provide the direction and leadership required by the Company and its Affiliates.

3. Subject to the terms and conditions set forth below, the Company and the Principal Subsidiaries wish to employ the Executive as its President and Chief Executive Officer and the Executive wishes to accept such employment.

Agreement

Now, therefore, the parties agree as follows:

1. Employment. Subject to the terms and conditions set forth in this Agreement, the Company hereby offers and the Executive hereby accepts employment as President and Chief Executive Officer of the Company, effective as of March 8, 2010 (the "Effective Date").

2. Term. Subject to earlier termination as hereafter provided, the Executive shall be employed hereunder for a term commencing on the Effective Date and ending on March 7, 2013. The term of the Executive's employment under this Agreement is hereafter referred to as "the term of this Agreement" or "the term hereof."

3. Capacity and Performance.

3.1. Offices. During the term hereof, the Executive shall serve the Company in the office of President and Chief Executive Officer. In such capacity, the Executive shall be responsible for the Company's operations and financial performance and the coordination of the Company's strategic direction. In addition, for as long as the Executive is employed by the Company and without further compensation, the Executive shall, if so elected or appointed from time to time, serve as a member of the Company's

Board of Directors (the "Board") and as a director and officer of the Principal Subsidiaries and of one or more of the Company's other Affiliates. The Executive shall be subject to the direction of the Board and shall have such other powers, duties and responsibilities consistent with the Executive's position as President and Chief Executive Officer as may from time to time be prescribed by the Board.

3.2. Performance. During the term hereof, the Executive shall be employed by the Company on a full-time basis and shall perform and discharge, faithfully, diligently and to the best of his ability, his duties and responsibilities hereunder. During the term hereof, the Executive shall devote his full business time exclusively to the advancement of the business and interests of the Company and its Affiliates and to the discharge of his duties and responsibilities hereunder. The Executive shall not engage in any other business activity or serve in any industry, trade, professional, governmental, political, charitable or academic position during the term of this Agreement, except for such directorships or other positions which he currently holds and has disclosed to the Company on Exhibit 3.2 hereof and except as otherwise may be approved in advance by the Board, which approval shall not be unreasonably withheld.

4. Compensation and Benefits. As compensation for all services performed by the Executive under this Agreement and subject to performance of the Executive's duties and obligations to the Company and its Affiliates, pursuant to this Agreement or otherwise:

4.1. Base Salary. During the term hereof, the Company shall pay the Executive a base salary at the rate of $750,000 per year, payable in accordance with the payroll practices of the Company for its executives and subject to increase from time to time by the Board in its sole discretion. Such base salary, as from time to time increased, is hereafter referred to as the "Base Salary".

4.2. Bonus Compensation. During the term hereof, the Executive shall participate in the Company's Senior Executive Annual Incentive Plan, as it may be amended from time to time pursuant to the terms thereof (the "Plan," a current copy of which is attached hereto as Exhibit 4.2) and shall be eligible for a bonus award thereunder (the "Bonus"). For purposes of the Plan, the Executive shall be eligible for a Bonus (as defined in the Plan), and the Executive's Specified Percentage (as defined in the Plan) shall be 200% of Base Salary. Whenever any Bonus payable to the Executive is stated in this Agreement to be prorated for any period of service less than a full year, such Bonus shall be prorated by multiplying (x) the amount of the Bonus otherwise payable for the applicable fiscal year in accordance with this Sub-Section 4.2 by (y) a fraction, the denominator of which shall be 365 and the numerator of which shall be the number of days during the applicable fiscal year for which the Executive was employed by the Company. Any compensation paid to the Executive as Bonus shall be in addition to the Base Salary.

4.3. Equity and Other Incentive Compensation Awards. The Executive shall be eligible for stock and other incentive compensation awards under the Company's 2004 Equity Incentive Plan, attached hereto as Exhibit A-1, as it may be amended from time to time (the "Stock Plan"), with the terms of his initial stock option and performance share grants set forth in Sub-Sections 4.3.1 and 4.3.2 below.

4.3.1 Effective as of February 25, 2010, the Company shall grant to the Executive, pursuant to the Company's Stock Plan, nonqualified stock options to purchase a total of 250,000 shares of the Company's Common Stock at an exercise price per share equal to the fair market value of the Company's Common Stock on the date of grant, as determined by the Compensation Committee in accordance with Code Section 409A, with a three (3) year graded vesting schedule where one-third (1/3) of the option shares vest each year on the anniversary date of the grant date and a five (5) year exercise period (the "2010 Options"). The 2010 Options shall be granted only if the Executive is employed by the Company on the applicable grant date, pursuant to the option agreement substantially in the form of Exhibit A-2 hereto.

4.3.2 Effective as of February 25, 2010, the Company shall grant to the Executive, pursuant to the Company's Stock Plan, a performance share award for 75,000 shares of the Company's Common Stock ("2010 Performance Share Award"), subject to a three (3) year graded vesting schedule, where one-third (1/3) of the Performance Share Award vests each year on the anniversary date of the grant if the stated performance objectives are attained. The 2010 Performance Share Award shall be granted pursuant to a performance share award agreement substantially in the form of Exhibit A-3 hereto.

4.4. Vacations. During the term hereof, the Executive shall be entitled to four (4) weeks of vacation per annum, to be taken at such times and intervals as shall be determined by the Executive, subject to the reasonable business needs of the Company. The Executive may not accumulate or carry over from one (1) calendar year to another any unused, accrued vacation time. The Executive shall not be entitled to compensation for vacation time not taken.

4.5. Other Benefits.

4.5.1. During the term hereof and subject to any contribution therefor generally required of executives of the Company or one of the Principal Subsidiaries, as applicable, the Executive shall be entitled to participate in all employee benefit plans, including without limitation any 401(k) plan, from time to time adopted by the Board and in effect for executives of the Company or one of the Principal Subsidiaries, as applicable, generally (except to the extent such plans are in a category of benefit otherwise provided the Executive hereunder and in any event excluding any incentive, stock option, stock purchase [except for any stock purchase plan under Code Section 423], profit sharing, deferred compensation, bonus compensation or severance programs). Such participation shall be subject to (i) the terms of the applicable plan documents and (ii) generally applicable policies of the Company or one of the Principal Subsidiaries, as applicable. Any of the Company and the Principal Subsidiaries may alter, modify, add to or delete their employee benefit plans at any time as the Board, in its sole judgment, determines to be appropriate.

4.5.2. Notwithstanding anything set forth in Sub-Section 4.5.1, as of the execution date of this Agreement, during the term hereof and subject to any contribution therefor generally required of executives of the Company or one of the Principal Subsidiaries, as applicable, the Executive and his spouse shall be entitled to participate in the Company's health plan in accordance with the terms of the applicable plan documents.

4.6. Business Expenses. The Company shall pay or reimburse the Executive for all reasonable business expenses, including without limitation the cost of first class air travel, incurred or paid by the Executive in the performance of his duties and responsibilities hereunder, subject to (i) any expense policy of the Company or one of the Principal Subsidiaries, as applicable, set by the Board from time to time, other than with respect to first class air travel, and (ii) such reasonable substantiation and documentation requirements as may be specified by the Board from time to time. All Business Expenses shall be reimbursed by the end of the calendar year in which the expenses are incurred.

4.7. Miscellaneous.

4.7.1. The Company shall pay or reimburse the Executive for his business association dues and expenses up to $11,000 per year, with Board approval of any material increase in cost above such amount. Such reimbursement shall occur no later than the end of the calendar year in which the dues and expenses are incurred.

4.7.2. The Company shall provide the Executive with directors and officers insurance and personal liability protection described on Exhibit B.

4.7.3. The Company acknowledges its obligation to furnish the Executive (which for purposes of this Sub-Section 4.7.3 includes the Executive's spouse, family and guests when accompanying him), with transportation during the term hereof that provides him with security to address bona fide business-oriented security concerns, and shall, at the Company's expense, make available to the Executive, Company or other private aircraft for business and personal use at his discretion, provided that any such personal use shall be limited to thirty-five (35) hours per calendar year (the "Yearly Aircraft Hours"). It is recognized that travel by the Executive on Company or other private aircraft is required for security purposes and, as such, all uses by the Executive shall constitute business use of the aircraft and shall not be subject to reimbursement by the Executive. The Company shall provide additional payments to the Executive on a fully grossed up basis to cover applicable federal, state and local income and excise taxes, when and to the extent, if any, that such taxes are payable by the Executive, including, without limitation, any tax imposed by Section 4999 of the Code or any similar tax, with respect to the foregoing aircraft usage. Such reimbursement for taxes shall be paid to the Executive by the Company within five (5) business days after receipt of acceptable substantiation by the Company; provided, that the tax payments or reimbursements to the Executive shall in all events be paid no later than the end of the Executive's taxable year next following the taxable year in which the taxes are remitted by the Executive to the Internal Revenue Service or any other applicable taxing authority. For personal use of the Company or other private aircraft in excess of the Yearly Aircraft Hours, the Executive shall be subject to a usage level and cost to be negotiated with the Board from time to time at rates in accordance with Standard Industrial Fare Level rates stipulated by the U.S. Department of Transportation or in the Time Sharing Agreement dated February 25, 2010, as may be amended from time to time, between the Executive and Domino's Pizza LLC or any subsequent Time Sharing Agreement between the Executive and Domino's Pizza LLC.

4.7.4. The Company shall pay or reimburse the Executive for his reasonable legal fees and expenses incurred in connection with the review of this Agreement and other agreements referred to herein in an aggregate amount not to exceed $10,000. Such payment or reimbursement shall occur no later than the last day of the calendar year in which such fees and expense were incurred.

5. Termination of Services and Severance Benefits. Notwithstanding the provisions of Section 2 hereof, the Executive's services hereunder shall terminate prior to the expiration of the term of this Agreement under the circumstances set forth below:

The Company and the Executive shall take all steps necessary (including with regard to any post-termination services by the Executive) to ensure that any termination described in this Section 5 constitutes a "separation from service" within the meaning of Code Section 409A.

5.1. Death. In the event of the Executive's death during the term hereof, the Executive's employment hereunder shall immediately and automatically terminate, and the Company shall pay to the Executive's designated beneficiary (or, if no beneficiary has been designated by the Executive, to his estate) within thirty (30) days following death, any Base Salary earned but unpaid through the date of death, any Bonus for the fiscal year preceding the year in which death occurs that was earned but has not yet been paid and, at the times the Company pays its executives bonuses in accordance with its general payroll policies, but not to exceed two and one half (2 1/2) months following the calendar year in which earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of the Executive's death (pro-rated in accordance with Sub-Section 4.2).

5.2. Disability.

5.2.1. In the event the Executive incurs a disability that prevents him from performing his duties as President and Chief Executive Officer during the term of the Agreement, the Executive shall continue to receive his Base Salary in accordance with Sub-Section 4.1 and to receive benefit plan coverage in accordance with Sub-Section 4.5, to the extent permitted by the then-current terms of the applicable benefit plans, until the Executive becomes eligible for commencement of disability income benefits under any disability income plan maintained by the Company or one of the Principal Subsidiaries, as applicable (a "Disability Plan"), or until the termination of his employment, whichever first occurs. Within thirty (30) days after commencement of Disability Plan benefits to the Executive, or upon his termination of employment, whichever first occurs, the Company shall pay to the Executive any Base Salary earned but unpaid through the date Disability Plan benefits commence or employment termination and any Bonus for the fiscal year preceding the year Disability Plan benefits commence or employment termination that was earned but unpaid. While still employed and covered by the long-term Disability Plan of the Company or the Principal Subsidiaries and for a period not to exceed eighteen (18) months or termination as an employee under the long-term Disability Plan, whichever occurs first, the Company shall pay the Executive, at its regular pay periods, an amount equal to the difference between the Base Salary and the amount of disability income benefits that the Executive receives pursuant to the long-term Disability Plan with respect to such period. At the times the Company pays its executive bonuses generally, but no later than two and one half (2 1/2) months after the end of the fiscal year to which a Bonus relates, the Company shall pay the Executive an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of Disability Plan payments or employment termination (pro-rated in accordance with Sub-Section 4.2). Notwithstanding the foregoing, if all or a portion of the disability benefits provided herein are deemed to constitute nonqualified deferred compensation that is not exempt under Code Section 409A or does not qualify under the Code Section 409A disability definition, such disability amounts shall be aggregated and delayed until the Executive satisfies the disability definition requirements under Code Section 409A, or separates from service with the Company and its Principal Subsidiaries, whichever occurs first, and at such time, the Executive shall receive a lump sum payment equal to the aggregate delayed disability benefit amounts, and any remaining amounts shall be paid in accordance with the regularly scheduled payment dates.

5.2.2. The intent of Sub-Section 5.2 is to ensure that through the aggregate provision of Base Salary, Bonus and Disability Plan benefits, the Executive's cash compensation shall not be diminished during a disability that prevents him from performing his duties as President and Chief Executive Officer during the term of this Agreement. Provided, however, that in no event shall the Executive receive aggregate cash compensation from Base Salary, Bonus and Disability Plan benefits that exceeds the cash compensation that he otherwise would have received under this Agreement had he not incurred a disability. Therefore, except as provided in Sub-Section 5.2.1, if the Executive is still employed while receiving disability income payments under any Disability Plan, the Executive shall not be entitled to receive any Base Salary under Sub-Section 4.1 or Bonus payments under Sub-Section 4.2 but shall continue to participate in benefit plans of the Company or one of the Principal Subsidiaries, as applicable, in accordance with Sub-Section 4.5 and the terms of such plans, until the termination of his employment and, solely with respect to benefits provided under Sub-Section 4.5.2, thereafter.

5.2.3. If any question shall arise as to whether during any period the Executive is disabled through any illness, injury, accident or condition of either a physical or psychological nature so as to be unable to perform his duties and responsibilities hereunder as President and Chief Executive Officer, the Executive may, and at the request of the Company shall, submit to a medical examination by a physician selected by the Company to whom the Executive or his duly appointed guardian, if any, has no reasonable objection to determine whether the Executive is so disabled and such determination shall for the purposes of this Agreement be conclusive of the issue, subject to any requirements under Code Section 409A, if applicable. If such question shall arise and the Executive shall fail to submit to such medical examination, the Board's determination of the issue shall be binding on the Executive. In the event that the Executive's employment is terminated due to disability pursuant to this Sub-Section 5.2, the Executive shall be entitled to the vested, outstanding equity grants under the Company's Stock Plan and the compensation set forth in Sub-Section 5.4 below, provided that the Executive shall be entitled to no duplicative benefits between Sub-Sections 5.2 and 5.4.

5.3. By the Company for Cause. The Company may terminate the Executive's employment hereunder for Cause at any time upon notice to the Executive setting forth in reasonable detail the nature of such Cause. The following events or conditions shall constitute "Cause" for termination: (i) the Executive's willful failure to perform (other than by reason of disability), or gross negligence in the performance of, his duties to the

Company or any of its Affiliates, and the Executive does not cure such failure or negligence within the twenty-five (25) day period immediately following his receipt of such written allegations from the Board, (ii) the commission of fraud, embezzlement or theft by the Executive with respect to the Company or any of its Affiliates; or (iii) the conviction of the Executive of, or plea by the Executive of nolo contendere to, any felony or any other crime involving dishonesty or moral turpitude. Upon the giving of notice of termination of the Executive's employment hereunder for Cause, the Company shall have no further obligation or liability to the Executive hereunder, other than for Base Salary earned but unpaid through the date of termination and vested, outstanding equity grants under the Company's Stock Plan. Without limiting the generality of the foregoing, the Executive shall not be entitled to receive any Bonus amounts which have not been paid prior to the date of termination.

5.4. By the Company other than for Cause. The Company may terminate the Executive's employment hereunder other than for Cause at any time upon notice to the Executive. In the event of such termination, the Company shall pay the Executive (i) Base Salary earned but unpaid through the date of termination, plus (ii) twenty-four (24) monthly severance payments, each in an amount equal to the Executive's monthly base compensation in effect at the time of such termination (i.e., $^{1}/_{12}$th of the Base Salary), plus (iii) any unpaid portion of any Bonus for the fiscal year preceding the year in which such termination occurs that was earned but has not been paid, plus (iv) at the times the Company pays its executives bonuses generally, but no later than two and one half (2 $^{1}/_{2}$) months after the end of the fiscal year in which the bonus is earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such termination (pro-rated in accordance with Sub-Section 4.2), plus (v) vested, outstanding equity grants under the Company's Stock Plan.

5.5. By the Executive for Good Reason. The Executive may terminate his employment hereunder for Good Reason, upon notice to the Company setting forth in reasonable detail the nature of such Good Reason. The following shall constitute "Good Reason" for termination by the Executive: (i) failure of the Company to continue the Executive in the position of President and Chief Executive Officer; (ii) material diminution in the nature and scope of the Executive's responsibilities, duties or authority, including without limitation the failure to continue the Executive as a member of the Board of the Company or either of the Principal Subsidiaries; provided, however, that the failure to so continue the Executive shall not constitute Good Reason if such failure occurs in connection with the sale or other disposition of the corporation as to which he has ceased to have board membership; and provided, further, that the Company's failure to continue the Executive's appointment or election as a director or officer of any of its Affiliates (exclusive of the Principal Subsidiaries) and any diminution of the business of the Company or any of its Affiliates shall not constitute Good Reason; (iii) material failure of the Company to provide the Executive the Base Salary and benefits (including Company-sponsored fringe benefits) in accordance with the terms of Section 4 hereof; or

(iv) relocation of the Executive's office to an area outside a fifty (50) mile radius of the Company's current headquarters in Ann Arbor, Michigan. In the event of termination in accordance with this Sub-Section 5.5, then the Company shall pay the Executive the amounts specified in Sub-Section 5.4.

5.6. By the Executive Other than for Good Reason. The Executive may terminate his employment hereunder at any time upon ninety (90) days' notice to the Company. In the event of termination of the Executive pursuant to this Sub-Section 5.6, the Board may elect to waive the period of notice, or any portion thereof. The Company will pay the Executive his Base Salary for the notice period, except to the extent so waived by the Board. Upon the giving of notice of termination of the Executive's employment hereunder pursuant to this Sub-Section 5.6, the Company shall have no further obligation or liability to the Executive, other than (i) payment to the Executive of his Base Salary for the period (or portion of such period) indicated above and (ii) at the times the Company pays its executives bonuses generally, not to exceed two and one-half (2 1/2) months after the end of the year in which earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such termination (pro-rated in accordance with Sub-Section 4.2), plus any vested, outstanding equity grants under the Company's Stock Plan.

5.7. Post-Agreement Employment. In the event the Executive remains in the employ of the Company or any of its Affiliates following termination of this Agreement, by the expiration of the term hereof or otherwise, then such employment shall be at will.

6. Effect of Termination. The provisions of this Section 6 shall apply in the event of termination due to the expiration of the term, pursuant to Section 5 or otherwise.

6.1. Delayed Payments for Specified Employees. Notwithstanding the provisions of Section 5 above, if the Executive is a "specified employee" as defined in Code Section 409A, determined in accordance with the methodology established by the Company as in effect on the Executive's termination (a "Specified Employee"), amounts that otherwise would have been payable and benefits that otherwise would have been provided under Section 5 during the six (6) month period following the Executive's termination shall instead be paid, with interest on any delayed payment, at the applicable federal rate, provided for in Code Section 7872(f)(2)(A) ("Interest") or provided on the first business day after the date that is six months following the Executive's "separation from service" within the meaning of Code Section 409A (the "Delayed Payment Date").

6.2. Payment in Full. Payment by the Company of any Base Salary, Bonus or other specified amounts that are due the Executive under the applicable termination provision of Section 5 shall constitute the entire obligation of the Company and its Affiliates to the Executive, except that nothing in this Sub-Section 6.2 is intended or shall be construed to affect the rights and obligations of the Company and its Affiliates, on the one hand, and the Executive, on the other, with respect to any option plans, option agreements, subscription agreements, stockholders agreements or other agreements to the extent said rights or obligations survive termination of employment under the provision of documents relating thereto.

6.3. Termination of Benefits. Except for any right of continuation of health coverage at the Executive's cost to the extent provided by Sections 601 through 608 of ERISA, benefits shall terminate pursuant to the terms of the applicable benefit plans based on the date of termination of the Executive's employment without regard to any continuation of Base Salary or other payments to the Executive following termination of his employment.

6.4. Survival of Certain Provisions. Provisions of this Agreement shall survive any termination if so provided herein or if necessary or desirable fully to accomplish the purpose of other surviving provisions, including, without limitation, the obligations of the Executive under Sections 7 and 8 hereof. The obligation of the Company to make payments to or on behalf of the Executive under Sub-Sections 5.2, 5.4 or 5.5 hereof is expressly conditioned upon the Executive's continued full performance of obligations under Sections 7 and 8 hereof. The Executive recognizes that, except as expressly provided in Sub-Sections 5.2, 5.4 or 5.5, no compensation is earned after termination of employment.

7. Confidential Information; Intellectual Property.

7.1. Confidentiality. The Executive acknowledges that the Company and its Affiliates continually develop Confidential Information; that the Executive may develop Confidential Information for the Company or its Affiliates and that the Executive may learn of Confidential Information during the course of employment. The Executive will comply with the policies and procedures of the Company and its Affiliates for protecting Confidential Information and shall never use or disclose to any Person (except as required by applicable law or for the proper performance of his duties and responsibilities to the Company and its Affiliates) any Confidential Information obtained by the Executive incident to his employment or other association with the Company or any of its Affiliates. The Executive understands that this restriction shall continue to apply after his employment terminates, regardless of the reason for such termination.

7.2. Return of Documents. All documents, records, tapes and other media of every kind and description relating to the business, present or otherwise, of the Company or its Affiliates and any copies, in whole or in part, thereof (the "Documents"), whether or not prepared by the Executive, shall be the sole and exclusive property of the Company and its Affiliates. The Executive shall safeguard all Documents and shall surrender to the Company at the time his employment terminates, or at such earlier time or times as the Board or its designee may specify, all Documents then in the Executive's possession or control.

7.3. Assignment of Rights to Intellectual Property. The Executive shall promptly and fully disclose all Intellectual Property to the Company. The Executive hereby assigns and agrees to assign to the Company (or as otherwise directed by the Company) the Executive's full right, title and interest in and to all Intellectual Property. The Executive agrees to execute any and all applications for domestic and foreign patents, copyrights or other proprietary rights and to do such other acts (including without limitation the execution and delivery of instruments of further assurance or confirmation) requested by the Company to assign the Intellectual Property to the Company and to permit the Company to enforce any patents, copyrights or other proprietary rights to the Intellectual Property. The Executive will not charge the Company for time spent in complying with these obligations. All copyrightable works that the Executive creates shall be considered "work made for hire."

8. Restricted Activities.

8.1. Agreement not to Compete with the Company. The Executive agrees that during the Executive's employment hereunder and for a period of twenty-four (24) months following the date of termination thereof (the "Non-Competition Period"), he will not, directly or indirectly, own, manage, operate, control or participate in any manner in the ownership, management, operation or control of, or be connected as an officer, employee, partner, director, principal, consultant, agent or otherwise with, or have any financial interest in, or aid or assist anyone else in the conduct of, any business, venture or activity which competes with, any business, venture or activity being conducted or actively being planned to be conducted by the Company or being conducted or known by the Executive to be actively being planned to be conducted by a group or division of the Company or by any of its Affiliates, at or prior to the date (the "Date of Termination") on which the Executive's employment under this Agreement is terminated, in the United States or any other geographic area where such business is being conducted or actively being planned to be conducted at or prior to the Date of Termination. Notwithstanding the foregoing, ownership of not more than five percent (5%) of any class of equity security of any publicly held corporation shall not, of itself, constitute a violation of this Section 8.

8.2. Agreement Not to Solicit Employees or Customers of the Company. The Executive agrees that during employment and during the Non-Competition Period he will not, directly or indirectly, (a) recruit or hire or otherwise seek to induce any employees of the Company or any of the Company's Affiliates to terminate their employment or violate any agreement with or duty to the Company or any of the Company's Affiliates, or (b) solicit or encourage any franchisee or vendor of the Company or of any of the Company's Affiliates to terminate or diminish its relationship with any of them or to violate any agreement with any of them, or, in the case of a franchisee, to conduct with any Person any business or activity that such franchisee conducts or could conduct with the Company or any of the Company's Affiliates.

9. Enforcement of Covenants. The Executive acknowledges that he has carefully read and considered all the terms and conditions of this Agreement, including without limitation the restraints imposed upon him pursuant to Sections 7 and 8 hereof. The Executive agrees that said restraints are necessary for the reasonable and proper protection of the Company and its Affiliates and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area. The Executive further acknowledges that, were he to breach any of the covenants or agreements contained in Sections 7 or 8 hereof, the damage to the Company and its Affiliates could be irreparable. The Executive therefore agrees that the Company and its Affiliates, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by the Executive of any of said covenants or agreements. The parties further agree that in the event that any provision of Section 7 or 8 hereof shall be determined by any Court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

10. Conflicting Agreements. The Executive hereby represents and warrants that the execution of this Agreement and the performance of his obligations hereunder will not breach or be in conflict with any other agreement to which or by which the Executive is a party or is bound and that the Executive is not now subject to any covenants against competition or solicitation or similar covenants or other obligations that would affect the performance of his obligations hereunder. The Executive will not disclose to or use on behalf of the Company or any of its Affiliates any proprietary information of a third party without such party's consent.

11. Definitions. Words or phrases which are initially capitalized or are within quotation marks shall have the meanings provided in this Section 11 and as provided elsewhere herein. For purposes of this Agreement, the following definitions apply:

11.1. Affiliates. "Affiliates" means the Principal Subsidiaries and all other persons and entities controlling, controlled by or under common control with the Company, where control may be by management authority or equity interest.

11.2. Code. "Code" means the Internal Revenue Code of 1986, as amended.

11.3. Confidential Information. "Confidential Information" means any and all information of the Company and its Affiliates that is not generally known by others with whom they compete or do business, or with whom they plan to compete or do business, and any and all information the disclosure of which would otherwise be adverse to the interests of the Company or any of its Affiliates. Confidential Information includes without limitation such information relating to (i) the products and services sold or offered by the Company or any of its Affiliates (including without limitation recipes, production processes and heating technology), (ii) the costs, sources of supply, financial performance and strategic plans of the Company and its Affiliates, (iii) the identity of the suppliers of the Company and its Affiliates and (iv) the people and organizations with whom the Company and its Affiliates have business relationships and those relationships. Confidential Information also includes information that the Company or any of its Affiliates have received belonging to others with any understanding, express or implied, that it would not be disclosed.

11.4. ERISA. "ERISA" means the federal Employee Retirement Income Security Act of 1974, as amended, or any successor statute, and the rules and regulations thereunder, and, in the case of any referenced section thereof, any successor section thereto, collectively and as from time to time amended and in effect.

11.5. Intellectual Property. "Intellectual Property" means inventions, discoveries, developments, methods, processes, compositions, works, concepts, recipes and ideas (whether or not patentable or copyrightable or constituting trade secrets or trade marks or service marks) conceived, made, created, developed or reduced to practice by the Executive (whether alone or with others, whether or not during normal business hours or on or off Company premises) during the Executive's employment that relate to either the Business or any prospective activity of the Company or any of its Affiliates.

11.6. Person. "Person" means an individual, a corporation, an association, a partnership, a limited liability company, an estate, a trust and any other entity or organization.

12. Withholding. All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company under applicable law.

13. Miscellaneous.

13.1. Assignment. Neither the Company nor the Principal Subsidiaries nor the Executive may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that the Company or any of the Principal Subsidiaries may assign its rights and obligations under this Agreement without the consent of the Executive in the event that the Company or such Principal Subsidiary shall hereafter affect a reorganization, consolidate with, or merge into, any other Person or transfer all or substantially all of its properties or assets to any other Person, in which event such other Person shall be deemed the "Company" or a "Principal Subsidiary" hereunder, as applicable, for all purposes of this Agreement; provided, further, that nothing contained herein shall be construed to place any limitation or restriction on the transfer of the Company's Common Stock in addition to any restrictions set forth in any stockholder agreement applicable to the holders of such shares. This Agreement shall inure to the benefit of and be binding upon the Company, the Principal Subsidiaries and the Executive, and their respective successors, executors, administrators, heirs and permitted assigns.

13.2. Severability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the application of such provision in such circumstances shall be deemed modified to permit its enforcement to the maximum extent permitted by law, and both the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable and the remainder of this Agreement shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13.3. Waiver; Amendment. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. This Agreement may be amended or modified only by a written instrument signed by the Executive and any expressly authorized representative of the Company and the Principal Subsidiaries.

13.4. Notices. Any and all notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be effective when delivered in person or deposited in the United States mail, postage prepaid, registered or certified, and addressed (a) in the case of the Executive, to:

Mr. J. Patrick Doyle
Domino's Pizza, Inc.
30 Frank Lloyd Wright Drive
Ann Arbor, MI 48105

with a copy to:

Ms. Margaret A. Hunter
Dykema Gossett PLLC
400 Renaissance Center
Detroit, MI 48243

or, (b) in the case of the Company, at its principal place of business and to the attention of Board of Directors, with a copy to the General Counsel or to such other address as either party may specify by notice to the other actually received.

13.5. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, agreements and understandings, written or oral, with the Company, its Affiliates or any of their predecessors, with respect to the terms and conditions of the Executive's employment.

13.6. Headings. The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.

13.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

13.8. Joint and Several Liability. The Company and the Principal Subsidiaries shall be jointly and severally liable for all payment obligations of the Company pursuant to this Agreement.

13.9. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic substantive laws of the State of Michigan without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

13.10. Consent to Jurisdiction. Each of the Company and the Executive by its or his execution hereof, (i) hereby irrevocably submits to the jurisdiction of the state courts of the State of Michigan for the purpose of any claim or action arising out of or based upon this Agreement or relating to the subject matter hereof and (ii) hereby waives, to the extent not prohibited by applicable law, and agrees not to assert by way of motion, as a defense or otherwise, in any such claim or action, any claim that it or he is not subject personally to the jurisdiction of the above-named courts, that its or his property is exempt or immune from attachment or execution, that any such proceeding brought in the above-named courts is improper, or that this Agreement or the subject matter hereof may not be enforced in or by such court. Each of the Company and the Executive hereby consents to service of process in any such proceeding in any manner permitted by Michigan law, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified pursuant to Sub-Section 13.4 hereof is reasonably calculated to give actual notice.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Company and the Principal Subsidiaries by their respective duly authorized representatives, and by the Executive, as of the date first above written.

THE COMPANY:

DOMINO'S PIZZA, INC.

By: /s/ Robert M. Rosenberg
Name: Robert M. Rosenberg
Title: Director

PRINCIPAL SUBSIDIARIES:

DOMINO'S, INC.

By: /s/ Wendy A. Beck
Name: Wendy A. Beck
Title: Executive Vice President and Chief Financial Officer

DOMINO'S PIZZA LLC

By: /s/ Wendy A. Beck
Name: Wendy A. Beck
Title: Executive Vice President and Chief Financial Officer

THE EXECUTIVE:

/s/ J. Patrick Doyle
Name: **J. Patrick Doyle**

<u>Exhibit 3.2</u>

J. PATRICK DOYLE
CURRENT ACTIVITIES
<u>February, 2010</u>

- G & K Services, Inc. – Board of Directors
- Business Leaders of Michigan – Board of Directors
- Emerson School in Ann Arbor, Michigan – Chairman of Board of Trustees

Exhibit 4.2

DOMINO’S PIZZA SENIOR EXECUTIVE ANNUAL INCENTIVE PLAN

<u>Exhibit A-1</u>

STOCK PLAN

Exhibit A-2

FORM OF OPTION AGREEMENT

Exhibit A-3

FORM OF PERFORMANCE SHARE AWARD AGREEMENT

<u>Exhibit B</u>

D&O INSURANCE AND PERSONAL LIABILITY PROTECTION

The Company shall provide the Executive with the coverage described in this Exhibit B or such other coverage as the Company shall from time to time select that shall be not substantially less favorable to the Executive than the coverage described herein.

Exhibit 10.2

Amendment to Employment Agreement

This Amendment to that certain employment agreement dated as of February 25, 2010, as amended, by Domino's Pizza LLC, a Michigan limited liability corporation (the "Company") and Wendy A. Beck (the "Executive") (the "Agreement") is dated as of July 26, 2010.

WHEREAS, the parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and mutual agreements set forth herein and in the Agreement, the parties here to agree as follows.

1. Section 4.1 of the Employment Agreement is hereby amended by deleting said Section in its entirety and substituting the following therefore:

> "4.1 Base Salary. The Company shall pay the Executive a base salary at the rate of Four Hundred and Twenty-Five Thousand Dollars ($425,000) per year, payable in accordance with the payroll practices of the Company for its executives and subject to such increases as the Board of Directors of the Company or the Compensation Committee (the "Board") in its sole discretion may determine from time to time (the "Base Salary")."

2. Effective as of April 28, 2010, Section 4.2 of the Employment Agreement is hereby amended by deleting said Section in its entirety and substituting the following:

> "4.2 Bonus Compensation. During the term hereof, the Executive shall participate in the Company's Senior Executive Annual Incentive Plan, as it may be amended from time to time pursuant to the terms thereof (the "Plan," a current copy of which is attached hereto as Exhibit 4.2) and shall be eligible for a bonus award thereunder (the "Bonus"). For purposes of the Plan, the Executive shall be eligible for a Bonus (as defined in the Plan), and the Executive's Specified Percentage (as defined in the Plan) shall be One Hundred Percent (100%) of Base Salary. Whenever any Bonus payable to the Executive is stated in this Agreement to be prorated for any period of service less than a full year, such Bonus shall be prorated by multiplying (x) the amount of the Bonus otherwise payable for the applicable fiscal year in accordance with this Sub-Section 4.2 by (y) a fraction, the denominator of which shall be 365 and the numerator of which shall be the number of days during the applicable fiscal year for which the Executive was employed by the Company. Any compensation paid to the Executive as Bonus shall be in addition to the Base Salary."

3. The Employment Agreement as otherwise amended is in all other respects confirmed.

4. This amendment shall be effective as of the dates provided herein.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, this amendment has been duly executed this 26th day of July, 2010 and is effective as described herein.

THE COMPANY:	DOMINO'S PIZZA LLC
	By: /s/ J. Patrick Doyle
	Name: J. Patrick Doyle
	Title: President and Chief Executive Officer
	/s/ Wendy A. Beck
THE EXECUTIVE:	Name: Wendy A. Beck

Exhibit 10.3

Amendment to Employment Agreement

This Amendment to that certain employment agreement dated as of February 25, 2010, as amended, by Domino's Pizza LLC, a Michigan limited liability corporation (the "Company") and Russell J. Weiner (the "Executive") (the "Agreement") is dated as of July 26, 2010.

WHEREAS, the parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and mutual agreements set forth herein and in the Agreement, the parties here to agree as follows.

1. Section 4.1 of the Employment Agreement is hereby amended by deleting said Section in its entirety and substituting the following therefore:

> "4.1 Base Salary. The Company shall pay the Executive a base salary at the rate of Three Hundred and Eighty-Five Thousand Dollars ($385,000) per year, payable in accordance with the payroll practices of the Company for its executives and subject to such increases as the Board of Directors of the Company or the Compensation Committee (the "Board") in its sole discretion may determine from time to time (the "Base Salary")."

2. Effective as of April 28, 2010, Section 4.2 of the Employment Agreement is hereby amended by deleting said Section in its entirety and substituting the following:

> "4.2 Bonus Compensation. During the term hereof, the Executive shall participate in the Company's Senior Executive Annual Incentive Plan, as it may be amended from time to time pursuant to the terms thereof (the "Plan," a current copy of which is attached hereto as Exhibit 4.2) and shall be eligible for a bonus award thereunder (the "Bonus"). For purposes of the Plan, the Executive shall be eligible for a Bonus (as defined in the Plan), and the Executive's Specified Percentage (as defined in the Plan) shall be One Hundred Percent (100%) of Base Salary. Whenever any Bonus payable to the Executive is stated in this Agreement to be prorated for any period of service less than a full year, such Bonus shall be prorated by multiplying (x) the amount of the Bonus otherwise payable for the applicable fiscal year in accordance with this Sub-Section 4.2 by (y) a fraction, the denominator of which shall be 365 and the numerator of which shall be the number of days during the applicable fiscal year for which the Executive was employed by the Company. Any compensation paid to the Executive as Bonus shall be in addition to the Base Salary."

3. The Employment Agreement as otherwise amended is in all other respects confirmed.

4. This amendment shall be effective as of the dates provided herein.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, this amendment has been duly executed this 26th day of July, 2010 and is effective as described herein.

THE COMPANY:	DOMINO'S PIZZA LLC
	By: /s/ J. Patrick Doyle
	Name: J. Patrick Doyle
	Title: President and Chief Executive Officer
THE EXECUTIVE:	/s/ Russell J. Weiner
	Name: Russell J. Weiner

Exhibit 10.4

Amendment to Employment Agreement

This Amendment to that certain employment agreement dated as of February 25, 2010, as amended, by Domino's Pizza LLC, a Michigan limited liability corporation (the "Company") and Michael T. Lawton (the "Executive") (the "Agreement") is dated as of July 26, 2010.

WHEREAS, the parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and mutual agreements set forth herein and in the Agreement, the parties here to agree as follows.

1. Section 4.1 of the Employment Agreement is hereby amended by deleting said Section in its entirety and substituting the following therefore:

> "4.1 Base Salary. The Company shall pay the Executive a base salary at the rate of Three Hundred and Sixty-Five Thousand Dollars ($365,000) per year, payable in accordance with the payroll practices of the Company for its executives and subject to such increases as the Board of Directors of the Company or the Compensation Committee (the "Board") in its sole discretion may determine from time to time (the "Base Salary")."

2. Effective as of April 28, 2010, Section 4.2 of the Employment Agreement is hereby amended by deleting said Section in its entirety and substituting the following:

> "4.2 Bonus Compensation. During the term hereof, the Executive shall participate in the Company's Senior Executive Annual Incentive Plan, as it may be amended from time to time pursuant to the terms thereof (the "Plan," a current copy of which is attached hereto as Exhibit 4.2) and shall be eligible for a bonus award thereunder (the "Bonus"). For purposes of the Plan, the Executive shall be eligible for a Bonus (as defined in the Plan), and the Executive's Specified Percentage (as defined in the Plan) shall be One Hundred Percent (100%) of Base Salary. Whenever any Bonus payable to the Executive is stated in this Agreement to be prorated for any period of service less than a full year, such Bonus shall be prorated by multiplying (x) the amount of the Bonus otherwise payable for the applicable fiscal year in accordance with this Sub-Section 4.2 by (y) a fraction, the denominator of which shall be 365 and the numerator of which shall be the number of days during the applicable fiscal year for which the Executive was employed by the Company. Any compensation paid to the Executive as Bonus shall be in addition to the Base Salary."

3. The Employment Agreement as otherwise amended is in all other respects confirmed.

4. This amendment shall be effective as of the dates provided herein.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, this amendment has been duly executed this 26th day of July, 2010 and is effective as described herein.

THE COMPANY: DOMINO'S PIZZA LLC

By: /s/ J. Patrick Doyle
Name: J. Patrick Doyle
Title: President and Chief Executive Officer

THE EXECUTIVE: /s/ Michael T. Lawton
Name: Michael T. Lawton

Exhibit 10.5

Amendment to Employment Agreement

This Amendment to that certain employment agreement dated as of February 25, 2010, as amended, by Domino's Pizza LLC, a Michigan limited liability corporation (the "Company") and James G. Stansik (the "Executive") (the "Agreement") is dated as of July 26, 2010.

WHEREAS, the parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and mutual agreements set forth herein and in the Agreement, the parties here to agree as follows.

1. Section 4.1 of the Employment Agreement is hereby amended by deleting said Section in its entirety and substituting the following therefore:

> "4.1 Base Salary. The Company shall pay the Executive a base salary at the rate of Three Hundred and Twenty-Five Thousand Dollars ($325,000) per year, payable in accordance with the payroll practices of the Company for its executives and subject to such increases as the Board of Directors of the Company or the Compensation Committee (the "Board") in its sole discretion may determine from time to time (the "Base Salary")."

2. Effective as of April 28, 2010, Section 4.2 of the Employment Agreement is hereby amended by deleting said Section in its entirety and substituting the following:

> "4.2 Bonus Compensation. During the term hereof, the Executive shall participate in the Company's Senior Executive Annual Incentive Plan, as it may be amended from time to time pursuant to the terms thereof (the "Plan," a current copy of which is attached hereto as Exhibit 4.2) and shall be eligible for a bonus award thereunder (the "Bonus"). For purposes of the Plan, the Executive shall be eligible for a Bonus (as defined in the Plan), and the Executive's Specified Percentage (as defined in the Plan) shall be Fifty Percent (50%) of Base Salary. Whenever any Bonus payable to the Executive is stated in this Agreement to be prorated for any period of service less than a full year, such Bonus shall be prorated by multiplying (x) the amount of the Bonus otherwise payable for the applicable fiscal year in accordance with this Sub-Section 4.2 by (y) a fraction, the denominator of which shall be 365 and the numerator of which shall be the number of days during the applicable fiscal year for which the Executive was employed by the Company. Any compensation paid to the Executive as Bonus shall be in addition to the Base Salary."

3. The Employment Agreement as otherwise amended is in all other respects confirmed.

4. This amendment shall be effective as of the dates provided herein.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, this amendment has been duly executed this 26th day of July, 2010 and is effective as described herein.

THE COMPANY: DOMINO'S PIZZA LLC

By: /s/ J. Patrick Doyle
Name: J. Patrick Doyle
Title: President and Chief Executive Officer

THE EXECUTIVE: /s/ James G. Stansik
Name: James G. Stansik

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER, DOMINO'S PIZZA, INC.

I, J. Patrick Doyle certify that:

1. I have reviewed this quarterly report on Form 10-Q of Domino's Pizza, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

July 27, 2010
Date

/s/ J. Patrick Doyle
J. Patrick Doyle
Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER, DOMINO'S PIZZA, INC.

I, Wendy A. Beck, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Domino's Pizza, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

July 27, 2010
Date

/s/ Wendy A. Beck
Wendy A. Beck
Chief Financial Officer

Exhibit 32.1

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Domino's Pizza, Inc. (the "Company") on Form 10-Q for the period ended June 20, 2010, as filed with the Securities and Exchange Commission (the "Report"), I, J. Patrick Doyle, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that based on my knowledge:

1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ J. Patrick Doyle
J. Patrick Doyle
Chief Executive Officer

Dated: July 27, 2010

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Domino's Pizza, Inc. and will be retained by Domino's Pizza, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Domino’s Pizza, Inc. (the “Company”) on Form 10-Q for the period ended June 20, 2010, as filed with the Securities and Exchange Commission (the “Report”), I, Wendy A. Beck, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that based on my knowledge:

1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Wendy A. Beck
Wendy A. Beck
Chief Financial Officer

Dated: July 27, 2010

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Domino’s Pizza, Inc. and will be retained by Domino’s Pizza, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.