

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

**FORM 10-K**

(Mark One)  
 ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 28, 2014

or

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

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)

**48105**  
(Zip Code)

Registrant's telephone number, including area code (734) 930-3030

Securities registered pursuant to Section 12(b) of the Act:

Title of each class:  
**Domino's Pizza, Inc.**  
**Common Stock, \$0.01 par value**

Name of each exchange on which registered:  
**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act: Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act: Yes  No

Indicate by check mark whether the 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 if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K:

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  (do not check if a smaller reporting company) Smaller reporting company

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

The aggregate market value of the voting and non-voting common stock held by non-affiliates of Domino's Pizza, Inc. as of June 15, 2014 computed by reference to the closing price of Domino's Pizza, Inc.'s common stock on the New York Stock Exchange on such date was \$3,969,974,918.

As of February 17, 2015, Domino's Pizza, Inc. had 55,630,531 shares of common stock, par value \$0.01 per share, outstanding.

**Documents incorporated by reference:**

Portions of the definitive proxy statement to be furnished to shareholders of Domino's Pizza, Inc. in connection with the annual meeting of shareholders to be held on April 21, 2015 are incorporated by reference into Part III.

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Throughout this document, Domino’s Pizza, Inc. (NYSE: DPZ) is referred to as the “Company,” “Domino’s”, “Domino’s Pizza” or in the first person notations of “we,” “us” and “our.”

In this document, we rely on and refer to information regarding the U.S. quick service restaurant, or QSR, sector and the U.S. QSR pizza category from the CREST® report prepared by The NPD Group, as well as market research reports, analyst reports and other publicly-available information. Although we believe this information to be reliable, we have not independently verified it. Domestic sales information relating to the U.S. QSR sector and the U.S. QSR pizza category represent reported consumer spending obtained by The NPD Group’s CREST® report from consumer surveys. This information relates to both our Company-owned and franchised stores.

## Part I

### Item 1. Business.

#### Overview

Domino's is the second largest pizza restaurant chain in the world, with more than 11,600 locations in over 75 markets. Founded in 1960, our roots are in convenient pizza delivery, while a significant amount of our sales also come from carryout customers. Although we are a highly-recognized global brand, we focus on serving the local neighborhoods in which we live and do business through our large network of franchise owners and Company-owned stores. On average, we sell more than 1.5 million pizzas each day throughout our global system.

Our business model is straightforward: we handcraft and serve quality food at a competitive price, with easy ordering access and efficient service, which are enhanced by our technology innovations. Our dough is generally made fresh and distributed to stores around the world by us and our franchisees.

Domino's generates revenues and earnings by charging royalties to its franchisees. Royalties are ongoing percent-of-sales fees for use of the Domino's brand marks. The Company also generates revenues and earnings by selling food, equipment and supplies to franchisees primarily in the U.S. and Canada, and by operating a number of our own stores. Franchisees profit by selling pizza and other complementary items to their local customers. In our international markets, we generally grant geographical rights to the Domino's Pizza® brand to master franchisees. These master franchisees are charged with developing their geographical area, and they profit by sub-franchising and selling ingredients and equipment to those sub-franchisees, as well as by running pizza stores. Everyone in the system can benefit, including the end consumer, who can feed their family Domino's menu items conveniently and economically.

Our business model can yield strong returns for our franchise owners and Company-owned stores. It can also yield significant cash flow to us, through a consistent franchise royalty payment and supply chain revenue stream, with moderate capital expenditures. We have historically returned cash to shareholders through dividend payments and share buybacks since becoming a publicly-traded company.

#### Our History

We pioneered the pizza delivery business and built Domino's Pizza® into one of the most widely-recognized consumer brands in the world. We have been delivering quality, affordable food to our customers since 1960, when brothers Thomas and James Monaghan borrowed \$900 to purchase a small pizza store in Ypsilanti, Michigan. Thomas purchased his brother's share of the business shortly thereafter. Concentrating first on building stores near college campuses and military bases in the 1960s and 1970s, the brand grew quickly in the 1980s in urban markets and near residential communities. We became "Domino's Pizza" in 1965 and opened our first franchised store in 1967. The first international stores opened in 1983, in Canada and Australia.

Monaghan sold 93% of his economic stake in the Company in 1998 through a leveraged buy-out transaction with Bain Capital, LLC. He sold and transferred his remaining stake in the Company in 2004, when we completed our initial public offering. In connection with the initial public offering, on May 11, 2004, we reincorporated in Delaware.

Since 1998, the Company has been structured with a leveraged balance sheet and has completed a number of recapitalization events. The Company's most recent recapitalization transaction in 2012 (the "2012 Recapitalization") primarily consisted of:

- the issuance of \$1.575 billion of borrowings of fixed rate notes
- the repurchase and retirement of all previously outstanding fixed rate notes
- the replacement of its existing variable funding note facility with a new \$100.0 million variable funding note facility, and
- the payment of a special cash dividend to shareholders and related anti-dilution payments and adjustments to certain stock option holders.

We re-launched our brand in the U.S. in late 2009 by introducing a new recipe for our core pizza product. Since 2008, the majority of our menu has changed, either through the improvement of existing products or the introduction of new products, such as our Handmade Pan Pizza and Specialty Chicken. Globally, we opened our 10,000<sup>th</sup> store in 2012 and our 11,000<sup>th</sup> store in 2014. In 2013, we announced a plan requiring all stores to adopt our new "Pizza Theater" store design, which is more inviting to customers and allows them to see their orders being made fresh in front of them. Our goal is to be substantially complete with these remodels by the end of 2017.

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### **Our Industry**

The U.S. QSR pizza category is large and fragmented. From 2004 through 2014, the U.S. QSR pizza category has grown from \$31.1 billion to \$32.9 billion. It is the third-largest category within the \$261.9 billion U.S. QSR sector. The U.S. QSR pizza category is primarily comprised of delivery, dine-in and carryout.

We compete primarily in the delivery and carryout segments of the pizza industry. We are the market share leader in the delivery segment and we have the second largest share in the carryout segment. 2014 delivery segment sales of \$10.0 billion (down from \$11.2 billion in 2004) account for approximately 31% of total U.S. QSR pizza. While the delivery segment declined during the period from 2004 to 2012, sales increased slightly during the past two years, from \$9.6 billion in 2012 to \$10.0 billion in 2014. The three industry leaders, including Domino's, account for approximately 55% of U.S. pizza delivery, based on reported consumer spending, with the remaining sales going to regional chains and independent establishments. From 2004 to 2014, the carryout segment grew from \$12.2 billion to \$14.8 billion. The four industry leaders, including Domino's, account for approximately 41% of the carryout segment.

In contrast to the United States, international pizza delivery is relatively underdeveloped, with only Domino's and three other competitors having a significant global presence. We believe that demand for pizza and pizza delivery is large and growing throughout the world, driven by international consumers' increasing emphasis on convenience, and the proven success of our 30 years of conducting business abroad.

### **Our Competition**

The global pizza delivery and carryout segments are highly competitive. In the U.S., we compete against regional and local companies as well as national chains Pizza Hut®, Papa John's® and Little Caesars Pizza®. Internationally, we compete primarily with Pizza Hut®, Papa John's® and country-specific national and local pizzerias. We generally compete on the basis of product quality, location, image, service and price. We and our competitors can be affected by changes in consumer tastes, economic conditions, demographic trends and consumers' disposable income. We compete not only for customers, but also for employees, suitable real estate sites and qualified franchisees.

### **Our Customers**

The Company's business is not dependent upon a single retail customer or small group of customers, including franchisees. No customer accounted for more than 10% of total consolidated revenues in 2014, 2013 or 2012. Our largest franchisee based on store count, Domino's Pizza Enterprises (ASX: DMP), operates 1,411 stores in six international markets, and accounts for 12% of our total store count. Royalty revenues from this franchisee accounted for 1.6% of our consolidated revenues in 2014. Our international business unit only requires a minimal amount of general and administrative expenses to operate its markets, and does not have costs of sales. Therefore, the vast majority of these royalty revenues result in profits to us.

### **Our Menu**

We offer a menu designed to present an attractive, quality offering to customers, while keeping it simple enough to minimize order errors and expedite order-taking and food preparation. Our basic menu features pizza products with varying sizes and crust types. Our typical store also offers oven-baked sandwiches, pasta, boneless chicken and wings, bread side items, desserts and Coca-Cola® soft drink products. International markets vary toppings by country and culture, such as squid toppings in Japan or spicy cheese in India, and often feature regional specialty items, such as a banana and cinnamon dessert pizza in Brazil.

### **Store Image and Operations**

We have been focused primarily on pizza delivery for over 50 years, and also on carryout as a significant component of our business. In 2012, we introduced our carryout-friendly Pizza Theater store design; we expect that substantially all of our stores will convert to this design by the end of 2017. Many stores will offer casual seating and will enable customers to watch the preparation of their orders, but will not offer a full-service dine-in experience. As a result, our stores generally do not require expensive restaurant facilities and staffing.

### **Research and Development**

We conduct research and product development at our World Resource Center in Ann Arbor, Michigan. Company-sponsored research and development activities, which include testing new products for possible menu additions, are an important activity for us and our franchisees. We do not consider the amounts spent on research and development to be material.

## **Our Business Segments**

Historically, we have operated in, and reported, three business segments: domestic stores, international and domestic supply chain. In the fourth quarter of 2014 several organizational changes were made within the Company's management structure, with one of the changes impacting the management of our supply chain operations. As a result, management determined that our previous domestic supply chain segment and the international supply chain operations division of our previous international segment should be combined into a new global supply chain segment. As a result, we now report the following three business segments: domestic stores, international franchise and supply chain. While the consolidated results of the Company have not been impacted by this change in our reportable segments, we have restated our historical segment information in order to provide readers of our financial statements with a consistent presentation.

### **Domestic Stores**

Our domestic stores segment consists primarily of our franchise operations, through which we oversee a network of 4,690 franchised stores located in the contiguous United States. We also operate a network of 377 domestic Company-owned stores located in the contiguous United States.

During 2014, our domestic stores segment accounted for \$578.7 million, or 29% of our consolidated revenues. We use our Company-owned stores as test sites for new products and promotions as well as operational improvements. We also use them for training new store managers and operations team members, as well as developing prospective franchisees. While we are primarily a franchised business, we evaluate our mix of domestic Company-owned and franchise stores in an effort to optimize our long-term profitability.

We maintain a productive relationship with our independent franchise owners through regional franchise teams, distributing materials that help franchise stores comply with our standards and using franchise advisory groups that facilitate communications between us and our franchisees.

### **Domestic Franchise Profile**

As of December 28, 2014, our 4,690 domestic franchise stores were owned and operated by 899 domestic franchisees. Our franchise formula enables franchisees to benefit from our brand name with a relatively low initial capital investment. As of December 28, 2014, the average domestic franchisee owned and operated five stores and had been in our franchise system for over 16 years. At the same time, 12 of our domestic franchisees operated more than 50 stores, including our largest domestic franchisee who operated 140 stores, and 340 of our domestic franchisees each operated one store.

We apply rigorous standards to prospective domestic franchisees. We generally require them to manage a store for at least one year before being granted a franchise. This enables us to observe the operational and financial performance of a potential franchisee prior to entering into a long-term contract. In the U.S. today, approximately 90% of our 899 independent franchise owners started their careers with us as delivery drivers or in other in-store positions. We generally restrict the ability of domestic franchisees to be involved in other businesses, which focuses our franchisees' attention on operating their stores. As a result, the majority of our domestic franchisees have historically come from within the Domino's Pizza system. We believe these standards are largely unique to the franchise industry and result in qualified and focused franchisees operating their stores.

### **Domestic Franchise Agreements**

We enter into franchise agreements with domestic franchisees under which the franchisee is granted the right to operate a store in a particular location for a term of 10 years, with an ability to renew for an additional term of 10 years. We have a franchise contract renewal rate of approximately 99%. Under the current standard franchise agreement, we assign an exclusive area of primary responsibility to each franchised store. Each franchisee is generally required to pay a 5.5% royalty fee on sales. Occasionally, we will collect lower rates based on area development agreements, sales initiatives and new store incentives.

Our domestic stores currently contribute 6% of their retail sales to fund national marketing and advertising campaigns (subject, in limited instances, to lower rates based on certain incentives and waivers). These funds are administered by Domino's National Advertising Fund Inc., or DNAF, our not-for-profit advertising subsidiary. The funds are primarily used to purchase media for advertising, but also support market research, field communications, public relations, commercial production, talent payments and other activities to promote the brand. In addition to the national and market-level advertising contributions, domestic stores spend additional funds on local store marketing activities.

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We have the contractual right, subject to state law, to terminate a franchise agreement for a variety of reasons, including, but not limited to, a franchisee's failure to adhere to the Company's franchise agreement, failure to make required payments, or failure to adhere to specified Company policies and standards.

### **International Franchise**

Our international franchise segment is comprised of a network of franchised stores in more than 75 international markets. At December 28, 2014, we had 6,562 international franchise stores. During 2014, this segment accounted for \$152.6 million, or 8% of our consolidated revenues. The principal sources of revenues from those operations are royalty payments generated by retail sales from franchised stores.

Our international franchisees employ our basic standard operating model, and adapt it to satisfy the local eating habits and consumer preferences of various regions outside the United States. Currently, the vast majority of our international stores operate under master franchise agreements.

We believe Domino's appeals to potential international franchisees because of our recognized brand name and technological leadership, the moderate capital expenditures required to open and operate our stores and our system's favorable store economics. In our top 10 markets, four master franchise companies are publicly traded on stock exchanges: in Australia (ASX: DMP), India (JUBLFOOD: NS), Mexico (ALSEA: MX) and the United Kingdom (DOM: L). The following table shows our store count as of December 28, 2014 in our top 10 international markets, which account for approximately 73% of our international stores.

<u>Market</u>	<u>Number of stores</u>
India	830
United Kingdom	811
Mexico	604
Australia	547
Turkey	425
South Korea	405
Canada	386
Japan	354
France	239
Netherlands	158

### **International Franchisee Profile**

The vast majority of our markets outside of the contiguous United States are operated by master franchisees with franchise and distribution rights for entire regions or countries. In a few select markets, we franchise directly to individual store operators. Prospective master franchisees are required to possess local market knowledge to establish and develop Domino's Pizza stores, with the ability to identify and access targeted real estate sites, as well as expertise in local laws, customs, culture and consumer behavior. We also seek candidates that have access to sufficient capital to meet growth and development plans.

### **Master Franchise Agreements**

Our master franchise agreements generally grant the franchisee exclusive rights to develop or sub-franchise stores and the right to operate supply chain centers in particular geographic areas. Agreements are generally for a term of 10 to 20 years, with options to renew for additional terms. The agreements typically contain growth clauses requiring franchisees to open a minimum number of stores within a specified period. The master franchisee is generally required to pay an initial, one-time franchise fee as well as an additional franchise fee upon the opening of each new store. The master franchisee is also required to pay a continuing royalty fee as a percentage of retail sales, which varies among international markets, and averaged approximately 3.1% in 2014.

### **Supply Chain**

Our supply chain segment operates 16 regional dough manufacturing and food supply chain centers in the contiguous U.S., one thin crust manufacturing center, one vegetable processing center and one center providing equipment and supplies to certain of our domestic and international stores. We also operate seven dough manufacturing and food supply chain centers in Canada, Alaska and Hawaii. Our supply chain segment leases a fleet of more than 500 tractors and trailers. During 2014, our supply chain segment accounted for \$1.26 billion, or 63% of our consolidated revenues.

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Our centers manufacture fresh dough and purchase, receive, store and deliver quality food and other complementary items to over 99% of our U.S. and Canadian franchised stores and all of our Company-owned stores. We regularly supply nearly 5,500 stores with various food and supplies. Our supply chain segment made approximately 571,000 full-service deliveries in 2014 or approximately two deliveries per store per week, and we produced over 340 million pounds of dough during 2014.

We believe our franchisees voluntarily choose to obtain food, supplies and equipment from us because we offer the most efficient, convenient and cost-effective alternative, while also offering both quality and consistency. Our supply chain segment offers profit-sharing arrangements to franchisees who purchase all of their food for their stores from our centers. These profit-sharing arrangements generally offer participating franchisees and Company-owned stores with 50% (or a higher percentage in the case of Company-owned stores and certain franchisees who operate a larger number of stores) of their regional supply chain center's pre-tax profits. We believe these arrangements strengthen our ties and provide aligned benefits with franchisees.

### ***Third-Party Suppliers***

Over half of our annual food spend is with suppliers where we have maintained a partnership of at least 20 years. Our supply partners are required to meet strict quality standards to ensure food safety. We review and evaluate these partners' quality assurance programs through (among other actions) on-site visits, third party audits and product evaluations to ensure compliance with our standards. We believe the length and quality of our relationships with third-party suppliers provides us with priority service and quality products at competitive prices.

Cheese is our largest food cost. The price we charge to our domestic franchisees for cheese is based on the Chicago Mercantile Exchange cheddar block price, plus a supply chain markup. As cheese prices fluctuate, our revenues and margin percentages in our supply chain segment also fluctuate; however, actual supply chain dollar margins remain unchanged. We currently purchase our domestic pizza cheese from a single supplier. Under the September 2012 agreement, our domestic supplier agreed to provide an uninterrupted supply of cheese and the Company agreed to a five-year pricing schedule to purchase all of its domestic pizza cheese from this supplier. While we expect to meet the terms of this agreement, if we do not, we will be required to repay the cost savings as outlined in the agreement. The majority of our meat toppings in the U.S. come from a single supplier under a contract that began in May 2014 and expires in November 2015. We have the right to terminate these arrangements for quality failures and for uncured breaches.

We are party to a multi-year agreement with Coca-Cola for the contiguous United States. This contract, renegotiated in December 2013, provides for Coca-Cola to continue to be our exclusive beverage supplier and expires on December 31, 2018 or at such time as a minimum number of cases of Coca-Cola products are purchased by us, whichever occurs last.

We believe alternative third-party suppliers are available for all of these referenced products. While we may incur additional costs if we are required to replace any of our supply partners, we do not believe such additional costs would have a material adverse effect on our business. We continually evaluate each supply category to determine the optimal sourcing strategy.

We have not experienced any significant shortages of supplies or delays in receiving our inventories or products. Prices charged to us by our supply partners are subject to fluctuation, and we have historically been able to pass increased costs and savings on to our stores. We periodically enter into supplier contracts to manage the risk from changes in commodity prices. We do not engage in speculative transactions, nor do we hold or issue financial instruments for trading purposes.

### **Our Strengths**

#### **Strong Brand Equity**

We are the second largest pizza company in the world. We believe our Domino's Pizza® brand is one of the most widely-recognized consumer brands in the world. We are the recognized world leader in pizza delivery and have a significant business in carryout. We believe consumers associate our brand with the timely delivery of quality, affordable food.

Over the past five years, our U.S. franchise and Company-owned stores have invested an estimated \$1.4 billion in national, co-operative and local advertising. Our international franchisees also invest significant amounts in advertising efforts in their markets. We continue to reinforce our brand with extensive advertising through various media channels. We have also enhanced the strength of our brand through marketing affiliations with brands such as Coca-Cola.



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We are the number one pizza delivery company in the United States with a 24.7% share of pizza delivery based on reported consumer spending. With 5,067 stores located in the contiguous United States, our store delivery areas cover a majority of U.S. households. Our share position and scale allow us to leverage our purchasing power, supply chain strength and marketing investments. We believe our scale and market coverage allow us to effectively serve our customers' demands for convenience and timely delivery. Outside the U.S., we have significant market share positions in many of the markets in which we compete.

### **Strong and Proven Business Model**

Our business model is comprised of domestic and international franchise royalties, revenues from supply chain and revenue from retail sales at Company-owned stores. We have developed this model over our many years of operation and it is anchored by strong store-level economics, which provide an entrepreneurial incentive for our franchisees and historically has generated demand for new stores. Our franchise system, in turn, has produced strong and consistent earnings for us through royalty fees and through supply chain revenues, with moderate associated capital expenditures by us.

We developed a cost-efficient store model, characterized by a delivery- and carryout-oriented store design, with moderate capital requirements and a menu of quality, affordable items. At the store level, we believe the simplicity and efficiency of our operations give us significant advantages over our competitors, who, in many cases, also focus on dine-in or have broader menu offerings. At the supply chain level, we believe we provide quality and consistency for our franchise customers while also driving profits for us, which we share with our franchisees.

Our menu simplifies and streamlines production and delivery processes and maximizes economies of scale on purchases of our principal food items. In addition, our stores are small (averaging approximately 1,500 square feet) and less expensive to build, furnish and maintain as compared to many other restaurant concepts. The combination of this efficient store model and strong sales volume has resulted in strong store-level financial returns and, we believe, makes Domino's Pizza an attractive business opportunity for existing and prospective franchisees around the world.

We believe our store economics have led to a strong, well-diversified franchise system. This established franchise system has produced strong cash flow and earnings for us, enabling us to invest in the Domino's Pizza® brand, stores, technology and supply chain centers, pay significant dividends, repurchase and retire shares of our common stock and repurchase and retire outstanding principal on our fixed rate notes.

### **Technological Innovation**

Technological innovation is vital to our brand and our long-term success. Digital ordering is critical to competing in the global pizza industry. In 2014, nearly 45% of our U.S. sales came via digital platforms. That metric is higher in some of our international markets. We believe we are among the largest e-commerce retailers in terms of annual transactions. After launching digital ordering domestically in 2008, we made the strategic decision in 2010 to develop our own online ordering platform and to manage this important and growing area of our business internally. Over the next four years, we launched mobile applications that cover 95% of the smartphones and tablets on the U.S. market. In 2013, we launched an enhanced online ordering profiles platform, allowing customers the ability to reorder their favorite order in as few as five clicks or 30 seconds. In 2014, we introduced "Dom," a voice ordering application, which we believe is the first in the restaurant industry, and we also made the Domino's Tracker® available on the Pebble smartwatch platform.

All of this improved functionality has been developed to work seamlessly with our Domino's PULSE™ point-of-sale system. Our Domino's PULSE system is designed to improve operating efficiencies for our franchisees and our corporate management and assist franchisees in independently managing their business. We have installed Domino's PULSE in every Company-owned store in the U.S., in more than 99% of our domestic franchised stores and in nearly 60% of our international stores.

We believe utilizing Domino's PULSE with our integrated mobile applications throughout our system, provides us with competitive advantages over other concepts. We intend to continue to enhance and grow our online ordering, digital marketing and technological capabilities.

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### **Product Innovation**

In late 2009, we reintroduced our core pizza with a new recipe, which we believe has been key to our continued growth in customer reorder rate, consumer traffic and increased sales. This recipe is now in use in the vast majority of markets around the world. Our more than 50 years of innovation have resulted in numerous new product developments, including our recent innovations of Handmade Pan Pizza, Specialty Chicken, Parmesan Bread Bites and Stuffed Cheesy Bread, among others. Product innovation is also present in our global markets, where our master franchisees have the ability to recommend products to suit their local market tastes. Products include the Mayo Jaga in Japan (bacon, potatoes and sweet mayonnaise) and the Saumoneta in France (light cream, potatoes, onions, smoked salmon and dill).

### **Internal Dough Manufacturing and Supply Chain System**

In addition to generating significant revenues and earnings in the United States and Canada, we believe our vertically integrated dough manufacturing and supply chain system enhances the quality and consistency of our products, enhances our relationships with franchisees and leverages economies of scale to offer lower costs to our stores. It also allows store managers to better focus on store operations and customer service by relieving them of the responsibility of mixing dough in the stores and sourcing other ingredients. Many of our international master franchisees also profit from running supply chain businesses.

### **Our Ideals**

We believe in: opportunity, hard work, inspired solutions, winning together, embracing community, and uncommon honesty.

Opportunity abounds at Domino's. You can start in an entry-level position and become a store owner – in fact, 90% of our independent franchise owners in the U.S. started their careers with us as delivery drivers or in other in-store positions. Thousands of other team members – supervisors, trainers, quality auditors, international business consultants, marketers and executives – also began their careers in the stores. Internal growth and providing opportunities for anyone willing to work hard is the foundation of our core beliefs.

The ideals of inspired solutions, uncommon honesty and winning together were driving forces behind the relaunch of our brand. We were inspired by our harshest critics when it came to the perceived taste of our pizza. Our solution was not simply more advertising; the solution was to create a new recipe and a broader menu of great-tasting products. Our marketing campaign was shockingly honest in its approach: telling consumers (and showing them via television ads) that we heard their negative feedback and were listening. And, without the buy-in from our franchise owners, we couldn't have done it. We believe that we can't focus solely on the Company's success; we must focus on making our stores and our franchisees successful. That's winning together.

### **Community Involvement**

We believe in supporting the communities we serve through donating our time, money and pizza. You can find more information about our community giving at [biz.dominos.com](http://biz.dominos.com). Here are two organizations worthy of note:

Our national philanthropic partner is St. Jude Children's Research Hospital®. St. Jude is internationally-recognized for its pioneering work in finding cures and saving children with cancer and other catastrophic diseases. Through a variety of internal and consumer-based activities, including a national fundraising campaign called *St. Jude Thanks and Giving*®, the Domino's Pizza system has contributed more than \$25.0 million to St. Jude since our partnership began in 2004, including \$5.2 million in 2014. In addition to raising funds, we have supported St. Jude through in-kind donations, including hosting hospital-wide pizza parties for patients and their families. Our system also helps St. Jude build awareness through the inclusion of the St. Jude logo on millions of our pizza boxes and through a link on our consumer website.

We also support the Domino's Pizza Partners Foundation. Founded in 1986, the mission of the Partners Foundation is "Team Members Helping Team Members." Primarily funded by team member and franchise contributions, the foundation is a separate, not-for-profit organization that has disbursed nearly \$15.0 million since its inception, to meet the needs of Domino's team members facing crisis situations, such as fire, accidents, illness or other personal tragedies.

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### **Additional Disclosures**

#### **Employees**

As of December 28, 2014, we had approximately 11,000 employees in our Company-owned stores, supply chain centers, World Resource Center (our corporate headquarters) and regional offices. None of our employees are represented by a labor union or covered by a collective bargaining agreement. As franchisees are independent business owners, they and their employees are not included in our employee count. We consider our relationship with our employees and franchisees to be good. We estimate the total number of people who work in the Domino's Pizza system, including our employees, franchisees and the employees of franchisees, was over 240,000 as of December 28, 2014.

#### **Working Capital**

Information about the Company's working capital is included in Management's Discussion and Analysis of Financial Condition and Results of Operations in Part II, Item 7., pages 33 through 35.

#### **Government Regulation**

We, along with our franchisees, are subject to various federal, state and local laws affecting the operation of our business. Each store is subject to licensing and regulation by a number of governmental authorities, which include zoning, health, safety, sanitation, building and fire agencies in the jurisdiction in which the store is located. In connection with maintaining our stores, we may be required to expend funds to meet certain federal, state and local regulations, including regulations requiring that remodeled or altered stores be accessible to persons with disabilities. Difficulties in obtaining, or the failure to obtain, required licenses or approvals could delay or prevent the opening of a new store in a particular area or cause an existing store to cease operations. Our supply chain facilities are also licensed and subject to similar regulations by federal, state and local health and fire codes.

We are also subject to the Fair Labor Standards Act and various other federal and state laws governing such matters as minimum wage requirements, overtime and other working conditions and citizenship requirements. A significant number of our and our franchisees' food service personnel are paid at rates related to the applicable minimum wage, and past increases in the minimum wage have increased labor costs, as would future increases.

We are subject to the rules and regulations of the Federal Trade Commission and various state laws regulating the offer and sale of franchises. The Federal Trade Commission and various state laws require that we furnish a franchise disclosure document containing certain information to prospective franchisees, and a number of states require registration of the franchise disclosure document with state authorities. We are operating under exemptions from registration in several states based on the net worth of our operating subsidiary, Domino's Pizza LLC, and experience. We believe our franchise disclosure document, together with any applicable state versions or supplements, and franchising procedures comply in all material respects with both the Federal Trade Commission guidelines and all applicable state laws regulating franchising in those states in which we have offered franchises.

Internationally, our franchise stores are subject to national and local laws and regulations that are often similar to those affecting our domestic stores, including laws and regulations concerning franchises, labor, health, sanitation and safety. Our international stores are also often subject to tariffs and regulations on imported commodities and equipment, and laws regulating foreign investment. We believe our international disclosure statements, franchise offering documents and franchising procedures comply in all material respects with the laws of the foreign countries in which we have offered franchises.

#### **Privacy and Data Protection**

We are subject to a number of privacy and data protection laws and regulations globally. The legislative and regulatory landscape for privacy and data protection continues to evolve, and there has been an increase in attention given to privacy and data protection issues with the potential to directly affect our business. This includes recently-enacted laws and regulations in the United States and internationally requiring notification to individuals and government authorities of security breaches involving certain categories of personal information. We have a privacy policy posted on our website at [www.dominos.com](http://www.dominos.com) and believe that we are in material compliance therewith.

#### **Trademarks**

We have many registered trademarks and service marks and believe that the Domino's® mark and Domino's Pizza® names and logos, in particular, have significant value and are important to our business. Our policy is to pursue registration of our trademarks and to vigorously oppose the infringement of any of our trademarks. We license the use of our registered marks to franchisees through franchise agreements.

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### **Environmental Matters**

We are not aware of any federal, state or local environmental laws or regulations that will materially affect our earnings or competitive position, or result in material capital expenditures. However, we cannot predict the effect of possible future environmental legislation or regulations. During 2014, there were no material capital expenditures for environmental control facilities, and no such material expenditures are anticipated in 2015.

### **Seasonal Operations**

The Company's business is not typically seasonal.

### **Backlog Orders**

The Company has no backlog orders as of December 28, 2014.

### **Government Contracts**

No material portion of the Company's business is subject to renegotiation of profits or termination of contracts or subcontracts at the election of the United States government.

### **Financial Information about Business Segments and Geographic Areas**

Financial information about international and United States markets and business segments is incorporated herein by reference to Selected Financial Data, Management's Discussion and Analysis of Financial Condition and Results of Operations and the consolidated financial statements and related footnotes in Part II, Item 6., pages 22 through 23, Item 7. and 7A., pages 24 through 38 and Item 8., pages 39 through 68, respectively, of this Form 10-K.

### **Available Information**

The Company makes available, free of charge, through its internet website [biz.dominos.com](http://biz.dominos.com), its annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements and amendments to those reports filed or furnished pursuant to Section 13(a), 15(d), or 16 of the Securities Exchange Act of 1934, as amended, as soon as reasonably practicable after electronically filing such material with the Securities and Exchange Commission. You may read and copy any materials filed with the Securities and Exchange Commission at the Securities and Exchange Commission's Public Reference Room at 100 F Street, NE, Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the Securities and Exchange Commission at 1-800-SEC-0330. This information is also available at [www.sec.gov](http://www.sec.gov). The reference to these website addresses does not constitute incorporation by reference of the information contained on the websites and should not be considered part of this document.

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### **Item 1A. Risk Factors.**

***The quick service restaurant pizza category is highly competitive and such competition could adversely affect our operating results.***

In the U.S., we compete against regional and local companies as well as national chains Pizza Hut®, Papa John's® and Little Caesars Pizza®. Internationally, we compete primarily with Pizza Hut®, Papa John's® and country-specific national and local pizzerias. We could experience increased competition from existing or new companies in the pizza category which could create increasing pressures to grow our business in order to maintain our market share. If we are unable to maintain our competitive position, we could experience downward pressure on prices, lower demand for our products, reduced margins, the inability to take advantage of new business opportunities and the loss of market share, all of which would have an adverse effect on our operating results and could cause our stock price to decline.

We also compete on a broader scale with quick service and other international, national, regional and local restaurants. The overall food service market and the quick service restaurant sector are intensely competitive with respect to food quality, price, service, image, convenience and concept, and are often affected by changes in:

- consumer tastes;
- international, national, regional or local economic conditions;
- disposable purchasing power;
- demographic trends; and
- currency fluctuations related to international operations.

We compete within the food service market and the quick service restaurant sector not only for customers, but also for management and hourly employees, suitable real estate sites and qualified franchisees. Our supply chain segment is also subject to competition from outside suppliers. While over 99% of domestic franchisees purchased food, equipment and supplies from us in 2014, domestic franchisees are not required to purchase food, equipment or supplies from us and they may choose to purchase from outside suppliers. If other suppliers who meet our qualification standards were to offer lower prices or better service to our franchisees for their ingredients and supplies and, as a result, our franchisees chose not to purchase from our domestic supply chain centers, our financial condition, business and results of operations would be adversely affected.

***If we fail to successfully implement our growth strategy, which includes opening new domestic and international stores, our ability to increase our revenues and operating profits could be adversely affected.***

A significant component of our growth strategy includes the opening of new domestic and international stores. We and our franchisees face many challenges in opening new stores, including, among others:

- availability of financing with acceptable terms;
- selection and availability of suitable store locations;
- negotiation of acceptable lease or financing terms;
- securing required domestic or foreign governmental permits and approvals;
- employment and training of qualified personnel; and
- general economic and business conditions.

The opening of additional franchise stores also depends, in part, upon the availability of prospective franchisees who meet our criteria. Our failure to add a significant number of new stores would adversely affect our ability to increase revenues and operating income.

We and our franchisees are currently planning to expand our international operations in many of the markets where we currently operate and in selected new markets. This may require considerable management time as well as start-up expenses for market development before any significant revenues and earnings are generated. Operations in new foreign markets may achieve low margins or may be unprofitable, and expansion in existing markets may be affected by local economic and market conditions. Therefore, as we expand internationally, we or our franchisees may not experience the operating margins we expect, our results of operations may be negatively impacted and our common stock price may decline.

We may also pursue strategic acquisitions as part of our business. If we are able to identify acquisition candidates, such acquisitions may be financed, to the extent permitted under our debt agreements, with substantial debt or with potentially dilutive issuances of equity securities.

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***The food service market is affected by consumer preferences and perceptions. Changes in these preferences and perceptions may lessen the demand for our products, which would reduce sales and harm our business.***

Food service businesses are affected by changes in consumer tastes, international, national, regional and local economic conditions, and demographic trends. For instance, if prevailing health or dietary preferences cause consumers to avoid pizza and other products we offer in favor of foods that are perceived as more healthy, our business and operating results would be harmed. Moreover, because we are primarily dependent on a single product, if consumer demand for pizza should decrease, our business would suffer more than if we had a more diversified menu, as many other food service businesses do.

***Reports of food-borne illness or food tampering could reduce sales and harm our business.***

Reports, whether true or not, of food-borne illnesses (such as E. Coli, avian flu, bovine spongiform encephalopathy, hepatitis A, trichinosis or salmonella) and injuries caused by food tampering have in the past severely injured the reputations of participants in the QSR sector and could in the future as well. The potential for acts of terrorism on our global food supply also exists and, if such an event occurs, it could have a negative impact on us and could severely hurt sales and profits. In addition, our reputation is an important asset; as a result, anything that damages our reputation could immediately and severely affect our sales and profits. Media reports of illnesses and injuries, whether accurate or not, could force some stores to close or otherwise reduce sales at such stores. In addition, reports of food-borne illnesses or food tampering, even those occurring solely at the restaurants of competitors, could, by resulting in negative publicity about the restaurant industry, adversely affect us on a local, regional, national or international basis.

***Increases in food, labor and other costs could adversely affect our profitability and operating results.***

An increase in our operating costs could adversely affect our profitability. Factors such as inflation, increased food costs, increased labor and employee health and benefit costs, increased rent costs and increased energy costs may adversely affect our operating costs. Most of the factors affecting costs are beyond our control and, in many cases, we may not be able to pass along these increased costs to our customers or franchisees. Most ingredients used in our pizza, particularly cheese, are subject to significant price fluctuations as a result of seasonality, weather, demand and other factors. The cheese block price per pound averaged \$2.13 in 2014, and the estimated increase in Company-owned store food costs from a hypothetical \$0.25 adverse change in the average cheese block price per pound would have been approximately \$2.2 million in 2014. Labor costs are largely a function of the minimum wage for a majority of our store personnel and certain supply chain center personnel and, generally, are also a function of the availability of labor. Food, including cheese costs and labor represent approximately 50% to 60% of a typical Company-owned store's sales.

***We do not have long-term contracts with certain of our suppliers, and as a result they could seek to significantly increase prices or fail to deliver.***

We do not have long-term contracts or arrangements with certain of our suppliers. Although in the past we have not experienced significant problems with our suppliers, our suppliers may implement significant price increases or may not meet our requirements in a timely fashion, or at all. The occurrence of any of the foregoing could have a material adverse effect on our results of operations.

***Shortages or interruptions in the supply or delivery of fresh food products could adversely affect our operating results.***

We and our franchisees are dependent on frequent deliveries of fresh food products that meet our specifications. Shortages or interruptions in the supply of fresh food products caused by unanticipated demand, problems in production or distribution, financial or other difficulties of suppliers, inclement weather or other conditions could adversely affect the availability, quality and cost of ingredients, which would adversely affect our operating results.

***Any prolonged disruption in the operations of any of our dough manufacturing and supply chain centers could harm our business.***

We operate 16 regional dough manufacturing and supply chain centers, one thin crust manufacturing center and one vegetable processing center in the contiguous United States and a total of seven dough manufacturing and supply chain centers in Alaska, Hawaii and Canada. Our domestic dough manufacturing and supply chain centers service all of our Company-owned stores and over 99% of our domestic franchise stores. As a result, any prolonged disruption in the operations of any of these facilities, whether due to technical or labor difficulties, destruction or damage to the facility, real estate issues or other reasons, could adversely affect our business and operating results.

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***Our success depends in part upon effective advertising, and lower advertising funds may reduce our ability to adequately market the Domino's Pizza® brand.***

We have been routinely named a MegaBrand by Advertising Age. Each Domino's store located in the contiguous United States is obligated to pay a percentage of its sales in advertising fees. In fiscal 2014, each store in the contiguous United States generally was required to contribute 6% of their sales to DNAF (subject, in limited instances, to lower rates based on certain incentives and waivers), which uses such fees for national advertising in addition to contributions for local market-level advertising. We currently anticipate that this 6% contribution rate will remain in place for the foreseeable future. While additional funds for advertising in the past have been provided by us, our franchisees and other third parties, none of these additional funds are legally required. The lack of continued financial support for advertising activities could significantly curtail our marketing efforts, which may in turn materially and adversely affect our business and our operating results.

***We face risks of litigation and negative publicity from customers, franchisees, suppliers, employees and others in the ordinary course of business, which can or could divert our financial and management resources. Any adverse litigation or publicity may negatively impact our financial condition and results of operations.***

Claims of illness or injury relating to food quality or food handling are common in the food service industry, and vehicular accidents and injuries occur in the food delivery business. Claims within our industry of improper supplier actions have also recently arisen that, if made against one of our suppliers, could potentially damage our brand image. In addition, class action lawsuits have been filed, and may continue to be filed, against various quick service restaurants alleging, among other things, that quick service restaurants have failed to disclose the health risks associated with high-fat foods and that quick service restaurant marketing practices have encouraged obesity. In addition to decreasing our sales and profitability and diverting our management resources, adverse publicity or a substantial judgment against us could negatively impact our financial condition, results of operations and brand reputation, thereby hindering our ability to attract and retain franchisees and grow our business.

Further, we may be subject to employee, franchisee and other claims in the future based on, among other things, discrimination, harassment, wrongful termination and wage, rest break and meal break issues, and those claims relating to overtime compensation. We are currently subject to these types of claims and have been subject to these types of claims in the past. If one or more of these claims were to be successful or if there is a significant increase in the number of these claims or if we receive significant negative publicity, our business, financial condition and operating results could be harmed.

***Loss of key employees or our inability to attract and retain new qualified employees could hurt our business and inhibit our ability to operate and grow successfully.***

Our success in the highly competitive pizza delivery and carry-out business will continue to depend to a significant extent on our leadership team and other key management personnel. Other than with our President and Chief Executive Officer, J. Patrick Doyle, we do not have long-term employment agreements with any of our executive officers. As a result, we may not be able to retain our executive officers and key personnel or attract additional qualified management. While we do not have long-term employment agreements with our executive officers, for all of our executive officers we have non-compete and non-solicitation agreements that extend for 24 months following the termination of such executive officer's employment. Our success also will continue to depend on our ability to attract and retain qualified personnel to operate our stores, dough manufacturing and supply chain centers and international operations. The loss of these employees or our inability to recruit and retain qualified personnel could have a material adverse effect on our operating results.

***Adverse global economic conditions subject us to additional risk.***

Our financial condition and results of operations are impacted by global markets and economic conditions over which neither we nor our franchisees have control. An economic downturn, including further deterioration in the economic conditions in European countries, may result in a reduction in the demand for our products, longer payment cycles, slower adoption of new technologies and increased price competition. Poor economic conditions may adversely affect the ability of our franchisees to pay royalties or amounts owed, and could have a material adverse impact on our ability to pursue our growth strategy, which would reduce cash collections and in turn, may materially and adversely affect our ability to service our debt obligations.

***Our international operations subject us to additional risk. Such risks and costs may differ in each country in which we and our franchisees do business and may cause our profitability to decline due to increased costs.***

We conduct a significant and growing portion of our business outside the United States. Our financial condition and results of operations may be adversely affected if global markets in which our franchise stores compete are affected by changes in political, economic or other factors. These factors, over which neither we nor our franchisees have control, may include:

- recessionary or expansive trends in international markets;

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- changing labor conditions and difficulties in staffing and managing our foreign operations;
- increases in the taxes we pay and other changes in applicable tax laws;
- legal and regulatory changes, and the burdens and costs of our compliance with a variety of foreign laws;
- changes in inflation rates;
- changes in exchange rates and the imposition of restrictions on currency conversion or the transfer of funds;
- difficulty in collecting our royalties and longer payment cycles;
- expropriation of private enterprises;
- increases in anti-American sentiment and the identification of the Domino's Pizza® brand as an American brand;
- political and economic instability; and
- other external factors.

### ***Fluctuations in the value of the U.S. dollar in relation to other currencies may lead to lower revenues and earnings.***

Exchange rate fluctuations could have an adverse effect on our results of operations. Approximately 7.7% of our total revenues in 2014, 7.4% of our total revenues in 2013 and 7.1% of our total revenues in 2012 were derived from our international franchise segment, a majority of which were denominated in foreign currencies. We also operate dough manufacturing and distribution facilities in Canada, which generate revenues denominated in Canadian dollars. Sales made by franchise stores outside the United States are denominated in the currency of the country in which the store is located, and this currency could become less valuable in U.S. dollars as a result of exchange rate fluctuations. Unfavorable currency fluctuations could lead to increased prices to customers outside the United States or lower profitability to our franchisees outside the United States, or could result in lower revenues for us, on a U.S. dollar basis, from such customers and franchisees. A hypothetical 10% adverse change in the foreign currency rates in our international markets would have resulted in a negative impact on international royalty revenues of approximately \$14.7 million in 2014.

### ***We may not be able to adequately protect our intellectual property, which could harm the value of our brand and branded products and adversely affect our business.***

We depend in large part on our brand and branded products and believe that they are very important to our business. We rely on a combination of trademarks, copyrights, service marks, trade secrets and similar intellectual property rights to protect our brand and branded products. The success of our business depends on our continued ability to use our existing trademarks and service marks in order to increase brand awareness and further develop our branded products in both domestic and international markets. We have registered certain trademarks and have other trademark registrations pending in the United States and foreign jurisdictions. Not all of the trademarks that we currently use have been registered in all of the countries in which we do business, and they may never be registered in all of these countries. We may not be able to adequately protect our trademarks and our use of these trademarks may result in liability for trademark infringement, trademark dilution or unfair competition. All of the steps we have taken to protect our intellectual property in the United States and in foreign countries may not be adequate. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as the laws of the United States. Further, through acquisitions of third parties, we may acquire brands and related trademarks that are subject to the same risks as the brands and trademarks we currently own.

We may from time to time be required to institute litigation to enforce our trademarks or other intellectual property rights, or to protect our trade secrets. Such litigation could result in substantial costs and diversion of resources and could negatively affect our sales, profitability and prospects regardless of whether we are able to successfully enforce our rights.

### ***Our earnings and business growth strategy depends on the success of our franchisees, and we may be harmed by actions taken by our franchisees, or employees of our franchisees, that are outside of our control.***

A significant portion of our earnings comes from royalties generated by our franchise stores. Franchisees are independent operators, and their employees are not our employees. We provide tools for franchisees to use in training their employees, but the quality of franchise store operations may be diminished by any number of factors beyond our control. Consequently, franchisees may not successfully operate stores in a manner consistent with our standards and requirements. If they do not, our image and reputation may suffer, and as a result our revenues and stock price could decline. While we try to ensure that our franchisees maintain the quality of our brand and branded products, our franchisees may take actions that adversely affect the value of our intellectual property or reputation. As of December 28, 2014, we had 899 domestic franchisees operating 4,690 domestic stores. 12 of these franchisees each operate over 50 domestic stores, including our largest domestic franchisee who operates 140 stores, and the average franchisee owns and operates five stores.



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In addition, our international master franchisees are generally responsible for the development of significantly more stores than our domestic franchisees. As a result, our international operations are more closely tied to the success of a smaller number of franchisees than our domestic operations. Our largest international master franchisee operates 1,411 stores in six markets, which accounts for approximately 22% of our total international store count. Our domestic and international franchisees may not operate their franchises successfully. If one or more of our key franchisees were to become insolvent or otherwise were unable or unwilling to pay us our royalties or other amounts owed, our business and results of operations would be adversely affected.

***Interruption, failure or compromise of our information technology, communications systems and electronic data could hurt our ability to effectively serve our customers and protect customer data, which could damage our reputation and adversely affect our business and operating results.***

A significant portion of our retail sales depends on the continuing operation of our information technology and communications systems, including but not limited to, Domino's PULSE™, our online ordering platforms and our credit card processing systems. Our information technology, communication systems and electronic data may be vulnerable to damage or interruption from earthquakes, terrorist attacks, floods, fires, power loss, telecommunications failures, computer viruses, loss of data, unauthorized data breaches or other attempts to harm our systems. Additionally, we operate data centers that are also subject to break-ins, sabotage and intentional acts of vandalism that could cause disruptions in our ability to serve our customers and protect customer data. Some of our systems are not fully redundant, and our disaster recovery planning cannot account for all eventualities. The occurrence of a natural disaster, intentional sabotage or other unanticipated problems could result in lengthy interruptions in our service. Any errors or vulnerabilities in our systems, or damage to or failure of our systems, could result in interruptions in our services and non-compliance with certain regulations, which could reduce our revenues and profits, and damage our business and brand.

***We rely on proprietary and commercially available systems, software, tools and monitoring to provide security for processing, transmission and storage of confidential customer information, such as payment card and personal information and any unauthorized data breaches could damage our reputation and adversely affect our business.***

Unauthorized intrusion into the portions of our computer systems or those of our franchisees that process and store information related to customer transactions may result in the theft of customer data. Furthermore, the systems currently used for transmission and approval of payment card transactions, and the technology utilized in payment cards themselves, all of which can put payment card data at risk, are determined and mandated by payment card industry standards, not by us. In addition to improper activities by third parties, bugs in newly-deployed or early stage advances in hardware and software capabilities, encryption technology, and other events or developments may facilitate or result in a compromise or breach of our computer systems. Any such compromises or breaches could cause interruptions in operations and damage to the reputation of the Domino's Pizza® brand, subject us to costs and liabilities and hurt sales, revenues and profits.

***We are subject to extensive government regulation and requirements issued by other groups and our failure to comply with existing or increased regulations could adversely affect our business and operating results.***

We are subject to numerous federal, state, local and foreign laws and regulations, as well as, requirements issued by other groups, including those relating to:

- the preparation, sale and labeling of food;
- building and zoning requirements;
- environmental protection;
- minimum wage, overtime and other labor requirements;
- compliance with securities laws and New York Stock Exchange listed company rules;
- compliance with the Americans with Disabilities Act of 1990, as amended;
- working and safety conditions;
- menu labeling and other nutritional requirements;
- compliance with the Payment Card Industry Data Security Standards (PCI DSS) and similar requirements;
- compliance with the Patient Protection and Affordable Care Act, and subsequent amendments; and
- compliance with the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules promulgated thereunder.

The Patient Protection and Affordable Care Act and subsequent amendments require employers such as us to provide health insurance for all qualifying employees or pay penalties for not providing coverage. We anticipate that the majority of the increases in these costs will begin in 2015 and will escalate in subsequent years. While we do not expect the incremental costs of this program to be material to us, these costs will likely have an adverse effect on our results of operations and financial position, as well as an adverse effect on some of our larger franchisees.

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We may also become subject to legislation or regulation seeking to tax and/or regulate high-fat foods, foods with high sugar and salt content, or foods otherwise deemed to be “unhealthy.” If we fail to comply with existing or future laws and regulations, we may be subject to governmental or judicial fines or sanctions. In addition, our capital expenditures could increase due to remediation measures that may be required if we are found to be noncompliant with any of these laws or regulations.

We are also subject to a Federal Trade Commission rule and to various state and foreign laws that govern the offer and sale of franchises. Additionally, these laws regulate various aspects of the franchise relationship, including terminations and the refusal to renew franchises. The failure to comply with these laws and regulations in any jurisdiction or to obtain required government approvals could result in a ban or temporary suspension on future franchise sales, fines or other penalties or require us to make offers of rescission or restitution, any of which could adversely affect our business and operating results.

***Our current insurance coverage may not be adequate, insurance premiums for such coverage may increase and we may not be able to obtain insurance at acceptable rates, or at all.***

We have retention programs for workers’ compensation, general liability and owned and non-owned automobile liabilities. We are generally responsible for up to \$1.0 million per occurrence under these retention programs for workers’ compensation and general liability. We are also generally responsible for between \$500,000 and \$3.0 million per occurrence under these retention programs for owned and non-owned automobile liabilities. Total insurance limits under these retention programs vary depending upon the period covered and range up to \$110.0 million per occurrence for general liability and owned and non-owned automobile liabilities and up to the applicable statutory limits for workers’ compensation. These insurance policies may not be adequate to protect us from liabilities that we incur in our business. In addition, in the future our insurance premiums may increase and we may not be able to obtain similar levels of insurance on reasonable terms, or at all. Any such inadequacy of, or inability to obtain insurance coverage could have a material adverse effect on our business, financial condition and results of operations.

***Our annual and quarterly financial results are subject to significant fluctuations depending on various factors, many of which are beyond our control, and if we fail to meet the expectations of securities analysts or investors, our share price may decline significantly.***

Our sales and operating results can vary significantly from quarter-to-quarter and year-to-year depending on various factors, many of which are beyond our control. These factors include, among other things:

- variations in the timing and volume of our sales and our franchisees’ sales;
- the timing of expenditures in anticipation of future sales;
- sales promotions by us and our competitors;
- changes in competitive and economic conditions generally;
- changes in the cost or availability of our ingredients or labor; and
- foreign currency exposure.

As a result, our operational performance may decline quickly and significantly in response to changes in order patterns or rapid decreases in demand for our products. We anticipate that fluctuations in operating results will continue in the future.

***Our common stock price could be subject to significant fluctuations and/or may decline.***

The market price of our common stock could be subject to significant fluctuations. Among the factors that could affect our stock price are:

- changes planned or actual to our capital or debt structure;
- variations in our operating results;
- changes in revenues or earnings estimates or publication of research reports by analysts;
- speculation in the press or investment community;
- strategic actions by us or our competitors, such as sales promotions, acquisitions or restructurings;
- actions by institutional and other stockholders;
- changes in our dividend policy;
- changes in the market values of public companies that operate in our business segments;
- general market conditions; and
- domestic and international economic factors unrelated to our performance.

The stock markets in general have experienced volatility that has sometimes been unrelated to the operating performance of particular companies. These broad market fluctuations may cause the trading price of our common stock to decline.

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### ***Our substantial indebtedness could adversely affect our business and limit our ability to plan for or respond to changes in our business.***

We have a substantial amount of indebtedness. As of December 28, 2014, our consolidated long-term indebtedness was approximately \$1.52 billion. We may also incur additional debt, which would not be prohibited under the terms of our current securitized debt agreements. Our substantial indebtedness could have important consequences to our business and our shareholders. For example, it could:

- make it more difficult for us to satisfy our obligations with respect to our debt agreements;
- increase our vulnerability to general adverse economic and industry conditions;
- require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow for other purposes; and
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate, thereby placing us at a competitive disadvantage compared to our peers that may have less debt.

In addition, the financial and other covenants we agreed to with our lenders may limit our ability to incur additional indebtedness, make investments, pay dividends and engage in other transactions, and the leverage may cause potential lenders to be less willing to loan funds to us in the future. Our failure to comply with these covenants could result in an event of default that, if not cured or waived, could result in the acceleration of repayment of all of our indebtedness.

### ***We may be unable to generate sufficient cash flow to satisfy our significant debt service obligations, which would adversely affect our financial condition and results of operations.***

Our ability to make principal and interest payments on and to refinance our indebtedness will depend on our ability to generate cash in the future. This, to a certain extent, is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control. If our business does not generate sufficient cash flow from operations, in the amounts projected or at all, or if future borrowings are not available to us under our variable funding notes in amounts sufficient to fund our other liquidity needs, our financial condition and results of operations may be adversely affected. If we cannot generate sufficient cash flow from operations to make scheduled principal amortization and interest payments on our debt obligations in the future, we may need to refinance all or a portion of our indebtedness on or before maturity, sell assets, delay capital expenditures or seek additional equity. If we are unable to refinance any of our indebtedness on commercially reasonable terms or at all or to effect any other action relating to our indebtedness on satisfactory terms or at all, our business may be harmed.

### ***The terms of our securitized debt financing of certain of our wholly-owned subsidiaries have restrictive terms and our failure to comply with any of these terms could put us in default, which would have an adverse effect on our business and prospects.***

Unless and until we repay all outstanding borrowings under our securitized debt, we will remain subject to the restrictive terms of these borrowings. The securitized debt, under which certain of our wholly-owned subsidiaries issued and guaranteed fixed rate notes and variable funding senior revolving notes, contain a number of covenants, with the most significant financial covenant being a debt service coverage calculation. These covenants limit the ability of certain of our subsidiaries to, among other things:

- sell assets;
- alter the business we conduct;
- engage in mergers, acquisitions and other business combinations;
- declare dividends or redeem or repurchase capital stock;
- incur, assume or permit to exist additional indebtedness or guarantees;
- make loans and investments;
- incur liens; and
- enter into transactions with affiliates.

The securitized debt also requires us to maintain specified financial ratios at the end of each fiscal quarter. These restrictions could affect our ability to pay dividends or repurchase shares of our common stock. Our ability to meet these financial ratios can be affected by events beyond our control, and we may not satisfy such a test. A breach of this covenant could result in a rapid amortization event or default under the securitized debt. If amounts owed under the securitized debt are accelerated because of a default under the securitized debt and we are unable to pay such amounts, the investors may have the right to assume control of substantially all of the securitized assets.

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During the seven-year term following issuance, the outstanding senior notes will accrue interest at a fixed rate of 5.216% per year. Additionally, the senior notes have original scheduled principal amortization payments of \$29.5 million in 2015, \$37.4 million in 2016, \$39.4 million in each of 2017 and 2018, and \$9.8 million in 2019. In accordance with our debt agreements, once we meet certain conditions, including maximum leverage ratios as defined of less than or equal to 4.5x total debt to EBITDA, we cease to make the scheduled principal amortization payments. If one of the defined leverage ratios subsequently exceeds 4.5x, we must make-up the payments we had previously not made. During the second quarter of 2014, we met the maximum leverage ratios of less than 4.5x, and, in accordance with our debt agreements, ceased debt amortization payments in the third quarter of 2014. We continued to meet the maximum leverage ratios of less than 4.5x in the third and fourth quarters of 2014 and currently do not plan to make previously scheduled debt amortization payments as permitted in our debt agreements.

If we are unable to refinance or repay amounts under the securitized debt prior to the expiration of the seven-year term, our cash flow would be directed to the repayment of the securitized debt and, other than a weekly management fee sufficient to cover minimal selling, general and administrative expenses, would not be available for operating our business.

No assurance can be given that any refinancing or additional financing will be possible when needed or that we will be able to negotiate acceptable terms. In addition, our access to capital is affected by prevailing conditions in the financial and capital markets and other factors beyond our control. There can be no assurance that market conditions will be favorable at the times that we require new or additional financing.

The indenture governing the securitized debt will restrict the cash flow from the entities subject to the securitization to any of our other entities and upon the occurrence of certain events, cash flow would be further restricted.

In the event that a rapid amortization event occurs under the indenture (including, without limitation, upon an event of default under the indenture or the failure to repay the securitized debt at the end of the seven-year term), the funds available to us would be reduced or eliminated, which would in turn reduce our ability to operate or grow our business.

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### **Item 1B. Unresolved Staff Comments.**

None.

### **Item 2. Properties.**

We lease approximately 223,000 square feet for our World Resource Center located in Ann Arbor, Michigan under an operating lease with Domino's Farms Office Park, L.L.C., an unrelated company. The lease, as amended, expires in December 2022 and has two five-year renewal options.

We own one domestic Company-owned store building and five supply chain center buildings. We also own two store buildings that we lease to domestic franchisees. All other domestic Company-owned stores are leased by us, typically under five-year leases with one or two five-year renewal options. All other domestic and international supply chain centers are leased by us, typically under leases ranging between five and 15 years with one or two five-year renewal options. All other franchise stores are leased or owned directly by the respective franchisees. We believe that our existing headquarters and other leased and owned facilities are adequate to meet our current requirements.

### **Item 3. 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.

Litigation is subject to many uncertainties, and the outcome of individual litigated matters is not predictable with assurance. Included in the matters referenced above, we are party to three employment practice cases, six casualty cases and one patent case. We have established legal and insurance accruals for losses relating to these cases which we believe are reasonable based upon our assessment of the current facts and circumstances. However, it is reasonably possible that our ultimate losses could exceed the amounts recorded by \$4.0 million. The remaining cases referenced above could be decided unfavorably to us and could require us to pay damages or make other expenditures in amounts or a range of amounts that cannot be estimated with accuracy. In management's opinion, these matters, individually and in the aggregate, should not have a significant adverse effect on the financial condition of the Company, and the established accruals adequately provide for the estimated resolution of such claims.

We were also named as a defendant in a lawsuit along with a large franchisee and the franchisee's delivery driver. During the third quarter of 2013, the jury delivered a \$32.0 million judgment for the plaintiff where we were found to be 60% liable. We deny liability and filed an appeal of the verdict on a variety of grounds. This case is covered under our casualty insurance program, subject to a \$3.0 million deductible. We also have indemnity provisions in our franchise agreements.

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 affect our financial position, results of operations or cash flows.

### **Item 4. Mine Safety Disclosures.**

Not applicable.

**Part II****Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.**

As of February 17, 2015, Domino’s Pizza, Inc. had 170,000,000 authorized shares of common stock, par value \$0.01 per share, of which 55,630,531 were issued and outstanding. Domino’s Pizza, Inc.’s common stock is traded on the New York Stock Exchange (“NYSE”) under the ticker symbol “DPZ.”

The following table presents the high and low closing prices by quarter for Domino’s Pizza, Inc.’s common stock, as reported by the NYSE, and dividends declared per common share.

	<u>High</u>	<u>Low</u>	<u>Dividends Declared Per Share</u>
<b>2013:</b>			
First quarter (December 31, 2012 – March 24, 2013)	\$51.19	\$43.55	\$ 0.20
Second quarter (March 25, 2013 – June 16, 2013)	60.72	49.65	0.20
Third quarter (June 17, 2013 – September 8, 2013)	64.00	57.01	0.20
Fourth quarter (September 9, 2013 – December 29, 2013)	70.68	63.04	0.20
<b>2014:</b>			
First quarter (December 30, 2013 – March 23, 2014)	\$80.02	\$67.17	\$ 0.25
Second quarter (March 24, 2014 – June 15, 2014)	78.62	71.13	0.25
Third quarter (June 16, 2014 – September 7, 2014)	76.43	70.17	0.25
Fourth quarter (September 8, 2014 – December 28, 2014)	95.93	75.54	0.25

Our Board of Directors declared a quarterly dividend of \$0.31 per common share on February 11, 2015 payable on March 30, 2015 to shareholders of record at the close of business on March 13, 2015.

We currently anticipate continuing the payment of quarterly cash dividends. The actual amount of such dividends will depend upon future earnings, results of operations, capital requirements, our financial condition and certain other factors. There can be no assurance as to the amount of free cash flow that we will generate in future years and, accordingly, dividends will be considered after reviewing returns to shareholders, profitability expectations and financing needs and will be declared at the discretion of our Board of Directors.

As of February 17, 2015, there were 1,019 registered holders of record of Domino’s Pizza, Inc.’s common stock.

We have a Board of Directors-approved open market share repurchase program for up to \$200.0 million of our common stock, of which approximately \$132.7 million remained available at December 28, 2014 for future purchases of our common stock. Any future purchases of our common stock would be funded by current cash amounts, available borrowings or future excess cash flow.

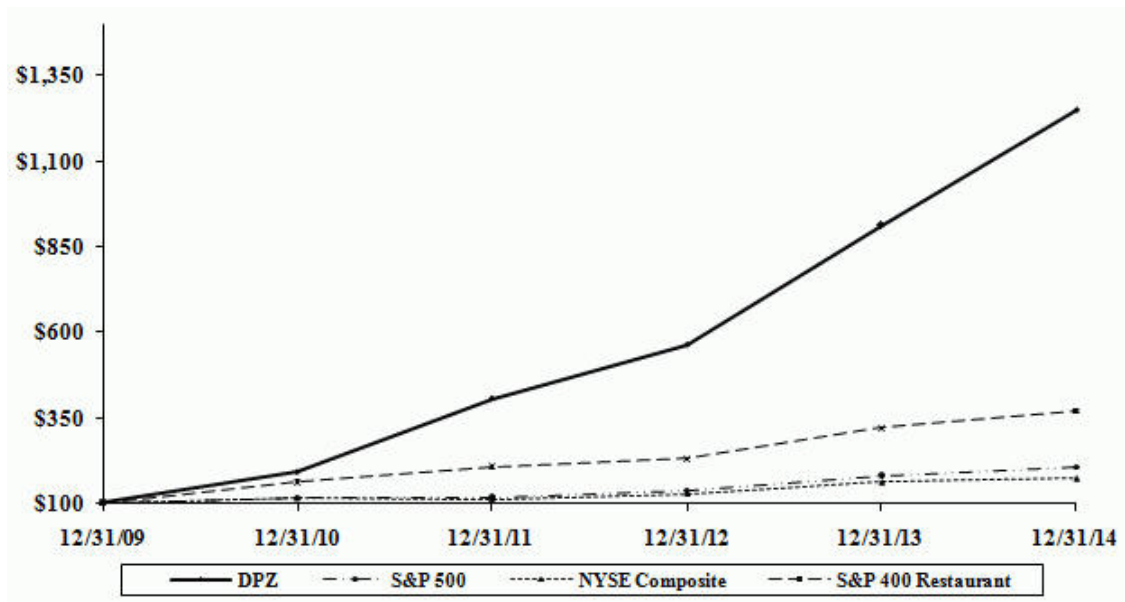
The following table summarizes our repurchase activity during the fourth quarter ended December 28, 2014:

<u>Period</u>	<u>Total Number of Shares Purchased (1)</u>	<u>Average Price Paid per Share</u>	<u>Total Number of Shares Purchased as Part of Publicly Announced Program</u>	<u>Maximum Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program</u>
Period #1 (September 8, 2014 to October 5, 2014)	1,555	\$ 76.63	—	\$ 132,726,701
Period #2 (October 6, 2014 to November 2, 2014)	1,915	89.54	—	132,726,701
Period #3 (November 3, 2014 to November 30, 2014)	1,209	94.71	—	132,726,701
Period #4 (December 1, 2014 to December 28, 2014)	—	—	—	132,726,701
<b>Total</b>	<b>4,679</b>	<b>\$ 86.59</b>	<b>—</b>	<b>\$ 132,726,701</b>

- (1) 4,679 shares were purchased as part of the Company’s employee stock purchase discount plan. During the fourth quarter, the shares were purchased at an average price of \$86.59.

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The comparative stock performance line graph below compares the cumulative shareholder return on the common stock of Domino's Pizza, Inc. for the five-year period between December 31, 2009 through December 31, 2014, with cumulative total return on (i) the Total Return Index for the New York Stock Exchange (the "NYSE Composite Index"), (ii) the Standard & Poor's 500 Index (the "S&P 500") and (iii) the peer group, the Standard & Poor's 400 Restaurant Index (the "S&P 400 Restaurant Index"). Management believes that the companies included in the S&P 400 Restaurant Index appropriately reflect the scope of the Company's operations and match the competitive market in which the Company operates. The cumulative total return computations set forth in the performance graph assume the investment of \$100 in the Company's common stock, the NYSE Composite Index, the S&P 500 Index and the S&P 400 Restaurant Index on December 31, 2009.



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**Item 6. Selected Financial Data.**

The selected financial data set forth below should be read in conjunction with, and is qualified by reference to, Management's Discussion and Analysis of Financial Condition and Results of Operations and the consolidated financial statements and related notes included in this Form 10-K. The selected financial data below, with the exception of store counts and same store sales growth, have been derived from the audited consolidated financial statements of Domino's Pizza, Inc. and subsidiaries. This historical data is not necessarily indicative of results to be expected for any future period.

(dollars in millions, except per share data)	December 28, 2014	December 29, 2013	Fiscal year ended (5) December 30, 2012 (4)	January 1, 2012	January 2, 2011
<b>Income statement data:</b>					
Revenues:					
Domestic Company-owned stores	\$ 348.5	\$ 337.4	\$ 323.7	\$ 336.3	\$ 345.6
Domestic franchise	230.2	212.4	195.0	187.0	173.3
Domestic stores	578.7	549.8	518.7	523.4	519.0
Supply chain	1,262.5	1,118.9	1,039.8	1,021.0	960.7
International franchise	152.6	133.6	120.0	107.8	91.2
Total revenues	1,993.8	1,802.2	1,678.4	1,652.2	1,570.9
Cost of sales	1,399.1	1,253.2	1,177.1	1,181.7	1,132.3
Operating margin	594.8	549.0	501.3	470.5	438.6
General and administrative expense	249.4	235.2	219.0	211.4	210.9
Income from operations	345.4	313.8	282.3	259.1	227.7
Interest income	0.1	0.2	0.3	0.3	0.2
Interest expense	(86.9)	(88.9)	(101.4)	(91.6)	(96.8)
Other (1)	—	—	—	—	7.8
Income before provision for income taxes	258.6	225.1	181.2	167.8	138.9
Provision for income taxes	96.0	82.1	68.8	62.4	51.0
Net income	\$ 162.6	\$ 143.0	\$ 112.4	\$ 105.4	\$ 87.9
Earnings per share:					
Common stock – basic	\$ 2.96	\$ 2.58	\$ 1.99	\$ 1.79	\$ 1.50
Common stock – diluted	2.86	2.48	1.91	1.71	1.45
Dividends declared per share	\$ 1.00	\$ 0.80	\$ 3.00	\$ —	\$ —
<b>Balance sheet data (at end of period):</b>					
Cash and cash equivalents	\$ 30.9	\$ 14.4	\$ 54.8	\$ 50.3	\$ 47.9
Restricted cash and cash equivalents	121.0	125.5	60.0	92.6	85.5
Working capital (2)	41.8	(28.5)	16.8	37.1	33.4
Total assets	619.3	525.3	478.2	480.5	460.8
Total long-term debt	1,523.5	1,512.3	1,536.4	1,450.4	1,451.3
Total debt	1,524.1	1,536.4	1,560.8	1,451.3	1,452.2
Total stockholders' deficit	(1,219.5)	(1,290.2)	(1,335.5)	(1,209.7)	(1,210.7)



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(dollars in millions)	December 28, 2014	December 29, 2013	Fiscal year ended (5) December 30, 2012 (4)	January 1, 2012	January 2, 2011
<b>Other financial data:</b>					
Depreciation and amortization	\$ 35.8	\$ 25.8	\$ 23.2	\$ 24.0	\$ 24.1
Capital expenditures	71.8	40.4	29.3	24.3	25.4
<b>Same store sales growth (3):</b>					
Domestic Company-owned stores	6.2%	3.9%	1.3%	4.1%	9.7%
Domestic franchise stores	7.7%	5.5%	3.2%	3.4%	10.0%
Domestic stores	7.5%	5.4%	3.1%	3.5%	9.9%
International stores	6.9%	6.2%	5.2%	6.8%	6.9%
<b>Store counts (at end of period):</b>					
Domestic Company-owned stores	377	390	388	394	454
Domestic franchise stores	4,690	4,596	4,540	4,513	4,475
Domestic stores	5,067	4,986	4,928	4,907	4,929
International stores	6,562	5,900	5,327	4,835	4,422
Total stores	11,629	10,886	10,255	9,742	9,351

- (1) The fiscal 2010 Other amount represents the net gain recognized on the repurchase and retirement of principal on the 2007 notes.
- (2) The working capital amounts exclude restricted cash amounts of \$121.0 million in 2014, \$125.5 million in 2013, \$60.0 million in 2012, \$92.6 million in 2011 and \$85.5 million in 2010.
- (3) Same store sales growth is calculated including only sales from stores that also had sales in the comparable period of the prior year, but excluding sales from certain seasonal locations such as stadiums and concert arenas. International same store sales growth is calculated similarly to domestic same store sales growth. Changes in international same store sales are reported on a constant dollar basis which reflects changes in international local currency sales.
- (4) In connection with our recapitalization in 2012, the Company borrowed \$1.575 billion of fixed rate notes and used a portion of the proceeds from the borrowings to repay in full the outstanding principal under the 2007 notes, pay accrued interest on the 2007 notes, pay transaction-related fees and expenses and fund a reserve account for the payment of interest on the 2012 fixed rate notes. In fiscal 2012, the Company recorded \$32.5 million of deferred financing costs as an asset in the consolidated balance sheet. This amount, in addition to the \$7.4 million recorded on the consolidated balance sheet in fiscal 2011 is being amortized into interest expense over the seven-year expected term of the debt. In connection with the repayment of the 2007 notes, we wrote off \$8.1 million, net, of unamortized deferred financing fees and interest rate swap. Additionally, we incurred \$2.1 million of interest expense on the 2007 borrowings subsequent to the closing of the 2012 Recapitalization but prior to the repayment of the 2007 notes, resulting in the payment of interest on both the 2007 and 2012 facilities for a short period of time. Further, the Company incurred \$0.3 million of other net 2012 Recapitalization-related general and administrative expenses, including stock compensation expenses, payroll taxes related to the payments made to certain stock option holders and legal and professional fees incurred in connection with the 2012 Recapitalization. In connection with the 2012 Recapitalization, the Company also paid a special cash dividend on our outstanding common stock totaling \$171.1 million, made a corresponding anti-dilution equivalent payment of \$13.5 million on certain stock options and accrued an estimated \$2.4 million for payments to be made to certain performance-based restricted stock grants upon vesting. Total cash paid for common stock dividends and related anti-dilution payments totaled \$185.5 million in fiscal 2012 and as of December 30, 2012 the total estimated liability recorded for future cash dividend payments on certain performance-based restricted stock was approximately \$1.5 million. Of the total amount of \$187.0 million recorded for common stock dividends and related anti-dilution payments, \$10.2 million was recorded as a reduction of additional paid-in capital and \$176.8 million was recorded as an increase in retained deficit.
- (5) The 2010, 2011, 2012, 2013 and 2014 fiscal years each include 52 weeks.

## Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

### Overview

*Our fiscal year typically includes 52 weeks, comprised of three twelve-week quarters and one sixteen-week quarter. Every five or six years our fiscal year includes an extra (or 53<sup>rd</sup>) week in the fourth quarter. Fiscal 2012, fiscal 2013 and fiscal 2014 each consisted of 52 weeks.*

### Description of the Business

Domino's is the second largest pizza restaurant chain in the world, with more than 11,600 locations in over 75 markets. Founded in 1960, our roots are in convenient pizza delivery, while a significant amount of our sales also come from carryout customers. Although we are a highly-recognized global brand, we focus on serving the local neighborhoods in which we live and do business through our large network of franchise owners and Company-owned stores. On average, we sell more than 1.5 million pizzas each day throughout our global system.

Our business model is straightforward: we handcraft and serve quality food at a competitive price, with easy ordering access and efficient service, which are enhanced by our technology innovations. Our dough is generally made fresh and distributed to stores around the world by us and our franchisees.

Domino's generates revenues and earnings by charging royalties to its franchisees. Royalties are ongoing percent-of-sales fees for use of the Domino's brand marks. The Company also generates revenues and earnings by selling food, equipment and supplies to franchisees primarily in the U.S. and Canada, and by operating a number of our own stores. Franchisees profit by selling pizza and other complementary items to their local customers. In our international markets, we generally grant geographical rights to the Domino's Pizza® brand to master franchisees. These master franchisees are charged with developing their geographical area, and they profit by sub-franchising and selling ingredients and equipment to those sub-franchisees, as well as by running pizza stores. Everyone in the system can benefit, including the end consumer, who can feed their family Domino's menu items conveniently and economically.

Our business model can yield strong returns for our franchise owners and Company-owned stores. It can also yield significant cash flow to us, through a consistent franchise royalty payment and supply chain revenue stream, with moderate capital expenditures. We have historically returned cash to shareholders through dividend payments and share buybacks since becoming a publicly-traded company.

In the fourth quarter of 2014 several organizational changes were made within the Company's management structure, with one of the changes impacting the management of our supply chain operations. As a result, management determined that our previous domestic supply chain segment and the international supply chain operations division of our previous international segment should be combined into a new global supply chain segment. As a result, we now report the following three business segments: domestic stores, supply chain and international franchise. While the consolidated results of the Company have not been impacted by this change in our reportable segments, we have restated our historical segment information in order to provide readers of our financial statements with a consistent presentation.

### Fiscal 2014 Highlights

- Global retail sales (which are total retail sales at Company-owned and franchised stores worldwide) increased 11.1% as compared to 2013.
- Same store sales increased 7.5% in our domestic stores and, when excluding the impact of foreign currency exchange rates, increased 6.9% in our international stores.
- Our revenues increased 10.6%.
- Our income from operations increased 10.1%.
- Our net income increased 13.7%.

During 2014, we continued our rapid global expansion with the opening of 743 net new stores. Our international segment led the way with a record 662 net new store openings.

We continued our focus on growing online ordering and the digital customer experience as we introduced "Dom," a voice ordering application, which we believe is the first in the restaurant industry, and we also made the Domino's Tracker® available on the Pebble smartwatch platform. Our emphasis on technology innovation helped us generate approximately 45% of U.S. sales from digital channels in 2014, as well as reach an estimated \$3.6 billion in global digital sales.

Overall, we believe our focus in 2014 on global growth and technology will strengthen our brand in the future.

### **Fiscal 2013 Highlights**

- Global retail sales increased 8.2% as compared to 2012.
- Same store sales increased 5.4% in our domestic stores and, when excluding the impact of foreign currency exchange rates, increased 6.2% in our international stores.
- Our revenues increased 7.4%.
- Our income from operations increased 11.2%.
- Our net income increased 27.2%.

During 2013, we continued our strong global growth, as evidenced by the 631 net new stores that were opened. Our international segment led the way with 573 net new store openings.

We also remained focused on technology and improving the experience for our customers. We launched our enhanced online ordering profiles platform, allowing customers the ability to reorder their favorite order in as few as five clicks, or about 30 seconds. Our emphasis on technology innovation helped us generate approximately 40% of U.S. sales from digital channels in 2013, as well as reach an estimated \$3 billion in global digital sales.

We believe our accomplishments and efforts in each of these areas will improve our brand image and brand positioning in the future.

### **Critical accounting policies and estimates**

The following discussion and analysis of financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these financial statements requires our management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and related disclosures of contingent assets and liabilities. On an ongoing basis, our management evaluates its estimates, including those related to revenue recognition, long-lived and intangible assets, insurance and legal matters, share-based payments and income taxes. We base our estimates on historical experience and on various other assumptions that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from those estimates. Changes in our accounting policies and estimates could materially impact our results of operations and financial condition for any particular period. We believe that our most critical accounting policies and estimates are:

*Revenue recognition.* We earn revenues through our network of domestic Company-owned and franchised stores, dough manufacturing and supply chain centers and international operations. Retail sales from franchise stores are reported to the Company by its franchisees and are not included in Company revenues. Retail sales from Company-owned stores and royalty revenues resulting from the retail sales from franchised stores are recognized as revenues when the items are delivered to or carried out by customers. Retail sales are generally reported and related royalties paid to the Company based on a percentage of retail sales, as specified in the related standard franchise agreement (generally 5.5% of domestic franchise retail sales and, on average, 3.1% of international franchise retail sales). Revenues from Company-owned stores and royalty revenues from franchised stores can fluctuate from time-to-time as a result of store count changes. This can occur when a Company-owned store is sold to a franchisee. If a Company-owned store that generated \$500,000 in revenue in fiscal 2013 was sold to a franchisee in fiscal 2014, revenues from Company-owned stores would have declined by \$500,000 in fiscal 2014, while franchise royalty revenues would have increased by only \$27,500 in fiscal 2014, as we generally collect 5.5% of a domestic franchisee's retail sales. Sales of food from our supply chain centers are recognized as revenues upon delivery of the food to franchisees, while sales of equipment and supplies are generally recognized as revenues upon shipment of the related products to franchisees.

*Long-lived and intangible assets.* We record long-lived assets, including property, plant and equipment and capitalized software, at cost. For acquisitions of franchise operations, we estimate the fair values of the assets and liabilities acquired based on physical inspection of assets, historical experience and other information available to us regarding the acquisition. We depreciate and amortize long-lived assets using useful lives determined by us based on historical experience and other information available to us. We evaluate the potential impairment of long-lived assets at least annually or whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. Our evaluation is based on various analyses, including the projection of undiscounted cash flows. For Company-owned stores, we perform related impairment tests on an operating market basis, which the Company has determined to be the lowest level for which identifiable cash flows are largely independent of other cash flows. If the carrying amount of a long-lived asset exceeds the amount of the expected future undiscounted cash flows of that asset, the Company estimates the fair value of the asset. If the carrying amount of the asset exceeds the estimated fair value of the asset, an impairment loss is recognized and the asset is written down to its estimated fair value.

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We have not made any significant changes in the methodology used to project the future market cash flows of Company-owned stores during the years presented. Same store sales fluctuations and the rates at which operating costs will fluctuate in the future are key factors in evaluating recoverability of the related assets. If our same store sales significantly decline or if operating costs increase and we are unable to recover these costs, the carrying value of our Company-owned stores, by market, may be unrecoverable and we may be required to recognize an impairment charge. As discussed in Note 1 to our consolidated financial statements, the Company incurred an impairment charge related to its corporate airplane in the fourth quarter of 2014. Aside from this impairment charge, the Company did not record an impairment charge during fiscal 2014.

A significant portion of our goodwill relates to acquisitions of domestic franchise stores and is included in our domestic stores segment, specifically, our Company-owned stores division. We evaluate goodwill annually for impairment by comparing the fair value of the reporting unit (which is primarily determined using the present value of historical cash flows) to its carrying value. If the carrying value of the reporting unit exceeds the fair value, goodwill would be impaired. We have not made any significant changes in the methodology used to evaluate goodwill impairment during the years presented. At December 28, 2014, the fair value of our business operations with associated goodwill exceeded their recorded carrying value, including the related goodwill. If cash flows generated by our Company-owned stores were to decline significantly in the future or there were negative revisions to the market multiple assumption, we may be required to recognize a goodwill impairment charge. However, based on the latest impairment analysis, we do not believe it is reasonably likely that there could be changes in assumptions that would trigger impairment.

*Insurance and legal matters.* We are a party to lawsuits and legal proceedings arising in the ordinary course of business. Management closely monitors these legal matters and estimates the probable costs for the resolution of such matters. These estimates are primarily determined by consulting with both internal and external parties handling the matters and are based upon an analysis of potential results, assuming a combination of litigation and settlement strategies. While historically our actual losses have been materially consistent with our reserves, legal judgments can be volatile and difficult to predict. Accordingly, if our estimates relating to legal matters proved inaccurate for any reason, we may be required to increase or decrease the related expense in future periods. We had accruals for legal matters of approximately \$4.3 million at December 28, 2014 and \$5.0 million at December 29, 2013.

For certain periods prior to December 1998 and for periods after December 2001, we maintain insurance coverage for workers' compensation, general liability and owned and non-owned auto liability under insurance policies requiring payment of a deductible for each occurrence up to between \$500,000 and \$3.0 million, depending on the policy year and line of coverage. The related insurance reserves are based on undiscounted independent actuarial estimates, which are based on historical information along with assumptions about future events. Specifically, various methods, including analyses of historical trends and actuarial valuation methods, are utilized to estimate the cost to settle reported claims, and claims incurred but not yet reported. The actuarial valuation methods develop estimates of the future ultimate claim costs based on the claims incurred as of the balance sheet date. When estimating these liabilities, several factors are considered, including the severity, duration and frequency of claims, legal cost associated with claims, healthcare trends and projected inflation.

Our methodology for determining our exposure has remained consistent throughout the years presented. Management believes that the various assumptions developed and actuarial methods used to determine our self-insurance reserves are reasonable and provide meaningful data that management uses to make its best estimate of our exposure to these risks. While historically our actual losses have been materially consistent with our reserves, changes in assumptions for such factors as medical costs and legal actions, as well as changes in actual experience, could cause our estimates to change in the near term which could result in an increase or decrease in the related expense in future periods. A 10% change in our self-insurance liability at December 28, 2014 would have affected our income before provision for income taxes by approximately \$4.1 million for fiscal 2014. We had accruals for insurance matters of approximately \$41.4 million at December 28, 2014 and \$38.8 million at December 29, 2013.

*Share-based payments.* We recognize compensation expense related to our share-based compensation arrangements over the requisite service period based on the grant date fair value of the awards. The grant date fair value of each restricted stock and performance-based restricted stock award is equal to the market price of our stock on the date of grant. The grant date fair value of each stock option award is estimated using a Black-Scholes option pricing model. The pricing model requires assumptions, including the expected life of the stock option, the risk-free interest rate, the expected dividend yield and expected volatility of our stock over the expected life, which significantly impact the assumed fair value. We are also required to estimate the expected forfeiture rate and only recognize expense for those awards expected to vest. We use historical data to determine these assumptions. Additionally, our stock option, restricted stock and performance-based restricted stock arrangements provide for accelerated vesting and the ability to exercise during the remainder of the ten-year stock option life upon the retirement of individuals holding the awards who have achieved specified service and age requirements.

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Management believes that the methods and various assumptions used to determine compensation expense related to these arrangements are reasonable, but if the assumptions change significantly for future grants, share-based compensation expense will fluctuate in future years.

**Income taxes.** We recognize deferred tax assets and liabilities based on the differences between the financial statement carrying amounts and the tax basis of assets and liabilities and reserves for uncertain tax positions. We measure deferred tax assets and liabilities using current enacted tax rates that will apply in the years in which we expect the temporary differences to be recovered or paid. Judgment is required in determining the provision for income taxes, related reserves and deferred tax assets and liabilities. These include establishing a valuation allowance related to the ability to realize certain deferred tax assets, if necessary. On an ongoing basis, management will assess whether it remains more likely than not that the net deferred tax assets will be realized. The Company had valuation allowances recorded for deferred tax assets of approximately \$0.5 million as of December 28, 2014 and approximately \$0.9 million as of December 29, 2013. Our accounting for deferred tax assets represents our best estimate of future events. Our net deferred tax assets assume that we will generate sufficient taxable income in specific tax jurisdictions, based on our estimates and assumptions. Changes in our current estimates due to unanticipated events could have a material impact on our financial condition and results of operations.

The amounts recorded on the balance sheet relating to uncertain tax positions consider the ultimate resolution of revenue agent reviews based on estimates and assumptions. We believe we have appropriately accounted for our uncertain tax positions; however, tax audits, changes in tax laws and other unforeseen matters may result in us owing additional taxes. We adjust our reserves for uncertain tax positions when facts and circumstances change or due to the passage of time. The completion of a tax audit, the expiration of a statute of limitations, or changes in penalty and interest reserves associated with uncertain tax positions are examples of situations when we may adjust our reserves. Management believes that our tax positions comply with applicable tax law and that we have adequately provided for these matters. However, to the extent the final tax outcome of these matters is different than our recorded amounts, we may be required to adjust our tax reserves resulting in additional income tax expense or benefit in future periods.

### Same Store Sales Growth

	<u>2014</u>	<u>2013</u>	<u>2012</u>
Domestic Company-owned stores	6.2%	3.9%	1.3%
Domestic franchise stores	7.7%	5.5%	3.2%
Domestic stores	7.5%	5.4%	3.1%
International stores (excluding foreign currency impact)	6.9%	6.2%	5.2%

### Store Growth Activity

	<u>Domestic Company-owned Stores</u>	<u>Domestic Franchise</u>	<u>Total Domestic Stores</u>	<u>International Stores</u>	<u>Total</u>
<b>Store count at January 1, 2012</b>	394	4,513	4,907	4,835	9,742
Openings	2	80	82	559	641
Closings	(2)	(59)	(61)	(67)	(128)
Transfers	(6)	6	—	—	—
<b>Store count at December 30, 2012</b>	388	4,540	4,928	5,327	10,255
Openings	2	102	104	611	715
Closings	—	(46)	(46)	(38)	(84)
<b>Store count at December 29, 2013</b>	390	4,596	4,986	5,900	10,886
Openings	—	115	115	722	837
Closings	—	(34)	(34)	(60)	(94)
Transfers	(13)	13	—	—	—
<b>Store count at December 28, 2014</b>	377	4,690	5,067	6,562	11,629

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### Income Statement Data

(dollars in millions)	2014		2013		2012	
Domestic Company-owned stores	\$ 348.5		\$ 337.4		\$ 323.7	
Domestic franchise	230.2		212.4		195.0	
Supply chain	1,262.5		1,118.9		1,039.8	
International franchise	152.6		133.6		120.0	
Total revenues	1,993.8	100.0%	1,802.2	100.0%	1,678.4	100.0%
Domestic Company-owned stores	267.4		256.6		247.4	
Supply chain	1,131.7		996.7		929.7	
Cost of sales	1,399.1	70.2%	1,253.2	69.5%	1,177.1	70.1%
Operating margin	594.8	29.8%	549.0	30.5%	501.3	29.9%
General and administrative	249.4	12.5%	235.2	13.1%	219.0	13.1%
Income from operations	345.4	17.3%	313.8	17.4%	282.3	16.8%
Interest expense, net	(86.7)	(4.4)%	(88.7)	(4.9)%	(101.1)	(6.0)%
Income before provision for income taxes	258.6	13.0%	225.1	12.5%	181.2	10.8%
Provision for income taxes	96.0	4.8%	82.1	4.6%	68.8	4.1%
Net income	\$ 162.6	8.2%	\$ 143.0	7.9%	\$ 112.4	6.7%

### 2014 compared to 2013

(tabular amounts in millions, except percentages)

*Revenues.* Revenues primarily consist of retail sales from our Company-owned stores, royalties and fees from our domestic and international franchised stores and sales of food, equipment and supplies from our supply chain centers to substantially all of our domestic franchised stores and certain international franchised stores. Company-owned store and franchised store revenues may vary from period to period due to changes in store count mix. Supply chain revenues may vary significantly as a result of fluctuations in commodity prices as well as the mix of products we sell.

Consolidated revenues increased \$191.6 million or 10.6% in 2014. The increase was driven by higher supply chain revenues due to higher volumes from increased store order counts, higher commodity prices, and increased sales of equipment to stores in connection with our store reimagining program. Domestic store revenues rose due to an increase in same store sales and store count growth. In addition, higher international franchise same store sales and store count growth also increased consolidated revenues. These increases were offset in part by the negative impact on international revenues of changes in foreign currency exchange rates. These changes in revenues are more fully described below.

*Domestic stores.* Revenues from domestic stores are primarily comprised of retail sales from domestic Company-owned store operations as well as royalties from retail sales and other fees from domestic franchised stores, as summarized in the following table.

	2014		2013	
Domestic Company-owned stores	\$348.5	60.2%	\$337.4	61.4%
Domestic franchise	230.2	39.8%	212.4	38.6%
Total domestic stores revenues	\$578.7	100.0%	\$549.8	100.0%

Higher franchise same store sales, store count growth and higher domestic Company-owned same store sales drove an increase in overall domestic store revenues of \$28.9 million or 5.3%. These results are more fully described below.

*Domestic Company-owned stores.* Revenues from domestic Company-owned store operations increased \$11.1 million or 3.3% in 2014. This increase was due to a 6.2% increase in same store sales as compared to 2013, offset in part by a decrease in the average number of domestic Company-owned stores open during 2014.

*Domestic franchise.* Revenues from domestic franchise operations increased \$17.8 million or 8.4% in 2014. The increase was driven by a 7.7% increase in same store sales as compared to 2013 and, to a lesser extent, an increase in the average number of domestic franchised stores open during 2014. Revenues further benefited from fees paid by franchisees related to our insourced online ordering platform and we also incurred an increase in expenses related to these technology initiatives.

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*Supply chain.* Revenues from supply chain operations are primarily comprised of sales of food, equipment and supplies from our supply chain centers to substantially all of our domestic franchised stores and certain international franchised stores, as summarized in the following table.

	2014		2013	
Domestic supply chain	\$1,141.1	90.4%	\$1,009.9	90.3%
International supply chain	121.4	9.6%	109.0	9.7%
Total supply chain	\$1,262.5	100.0%	\$1,118.9	100.0%

*Domestic supply chain.* Domestic supply chain revenues increased \$131.2 million or 13.0% in 2014. The increase was primarily attributable to higher volumes from increased order counts at the store level, higher overall commodity prices, and increases in sales of equipment and supplies. Changes in U.S. cheese prices increased revenues by approximately \$33.0 million in 2014.

*International supply chain.* Revenues from international supply chain operations increased \$12.4 million or 11.3% in 2014. This increase resulted primarily from higher volumes in 2014, and was offset in part by the negative impact of foreign currency exchange rates of approximately \$7.3 million during the year.

*International franchise.* International franchise revenues primarily consist of royalties from retail sales and other fees from our international franchise stores. Revenues from international franchise operations increased \$19.0 million or 14.3% in 2014. This increase was due to higher same store sales and an increase in the average number of international stores open during 2014, and was offset in part by the negative impact of changes in foreign currency exchange rates of approximately \$3.4 million in 2014. Excluding the impact of foreign currency exchange rates, same store sales increased 6.9% in 2014 compared to 2013. When the impact of foreign currency exchange rates is included, same store sales increased 4.9% in 2014 compared to 2013. This variance was caused by a generally stronger U.S. dollar when compared to the currencies in the international markets in which we compete.

*Cost of sales / Operating margin.* Consolidated cost of sales consists primarily of domestic Company-owned store and supply chain costs incurred to generate related revenues. Components of consolidated cost of sales primarily include food, labor and occupancy costs. The changes to the consolidated operating margin, which we define as revenues less cost of sales are summarized in the following table.

	2014		2013	
Consolidated revenues	\$1,993.8	100.0%	\$1,802.2	100.0%
Consolidated cost of sales	1,399.1	70.2%	1,253.2	69.5%
Consolidated operating margin	\$ 594.8	29.8%	\$ 549.0	30.5%

The \$45.8 million or 8.3% increase in consolidated operating margin was due primarily to higher domestic and international franchise revenues and higher supply chain margins. Franchise revenues do not have a cost of sales component, so changes in franchise revenues have a disproportionate effect on the consolidated operating margin.

As a percentage of total revenues, our consolidated operating margin decreased 0.7 percentage points in 2014, due to lower supply chain and Company-owned stores operating margins as a percentage of their revenues. These changes were primarily a result of higher commodity prices and were offset in part by a higher mix of franchise revenues and are more fully described below.

*Domestic Company-owned stores.* The changes to domestic Company-owned store operating margin, which do not include other store-level costs such as royalties and advertising, are summarized in the following table.

	2014		2013	
Revenues	\$348.5	100.0%	\$337.4	100.0%
Cost of sales	267.4	76.7%	256.6	76.0%
Store operating margin	\$ 81.1	23.3%	\$ 80.8	24.0%

The \$0.3 million or 0.4% increase in the domestic Company-owned store operating margin was due primarily to higher same store sales. This was offset in part by an increase in overall commodity prices and labor and related expenses.

As a percentage of store revenues, the store operating margin decreased 0.7 percentage points in 2014, as discussed in more detail below.

- Food costs increased 0.7 percentage points to 28.3% in 2014, due primarily to higher overall commodity prices. The cheese block price per pound averaged \$2.13 in 2014 compared to \$1.75 in 2013.
- Occupancy costs, which include rent, telephone, utilities and depreciation, decreased 0.1 percentage points to 9.2% in 2014 due primarily to the positive impact of higher sales per store.
- Labor and related costs remained flat at 28.0% in 2014.
- Insurance costs decreased 0.1 percentage points to 2.7% in 2014, due primarily to the positive impact of higher sales per store.



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*Supply chain.* The changes to the supply chain operating margin are summarized in the following table.

	2014		2013	
Revenues	\$1,262.5	100.0%	\$1,118.9	100.0%
Cost of sales	1,131.7	89.6%	996.7	89.1%
Supply chain operating margin	\$ 130.8	10.4%	\$ 122.2	10.9%

The \$8.6 million increase in the supply chain operating margin was due primarily to higher volumes from increased store order counts.

As a percentage of supply chain revenues, the supply chain operating margin decreased 0.5 percentage points in 2014 due to higher commodity prices and higher health insurance costs, offset in part by the positive impact of higher volumes. Increases in certain food prices have a negative effect on the supply chain operating margin percentage due to the fixed dollar margin earned by supply chain on certain food items. Changes in U.S. cheese prices increased both revenues and costs by \$33.0 million in 2014. If the 2014 U.S. cheese prices had been in effect during 2013, the supply chain operating margin as a percentage of supply chain revenues would have decreased by 0.3 percentage points. However, the dollar margin would have been unaffected.

*General and administrative expenses.* General and administrative expenses increased \$14.2 million or 6.1% in 2014. These increases were due in part to an impairment charge of \$5.8 million in connection with replacing our corporate airplane, as well as continued investments that we made in technology and international initiatives, including the addition of team members in both areas. A decrease in non-cash compensation expense of \$4.4 million partially offset these increases.

*Interest income.* Interest income decreased slightly to \$0.1 million in 2014.

*Interest expense.* Interest expense decreased \$2.0 million to \$86.9 million in 2014. The decrease was due primarily to lower interest expense resulting from a lower average debt balance during 2014 compared to 2013 and to a lesser extent, lower interest expense from the cash collateralization of our letters of credit.

Our cash borrowing rate remained flat at 5.3% during fiscal 2014. Our average outstanding debt balance, excluding capital lease obligations, was approximately \$1.52 billion in 2014 and approximately \$1.54 billion in 2013. The decrease in the Company's average outstanding debt balance resulted from the principal payments made on its fixed rate notes during the first two quarters of 2014.

*Provision for income taxes.* Provision for income taxes increased \$13.9 million to \$96.0 million in 2014, due primarily to higher pre-tax income. The Company's effective income tax rate increased 0.6 percentage points to 37.1% of pre-tax income in 2014. The lower effective tax rate in fiscal 2013 primarily resulted from a tax benefit recorded for prior tax years in connection with the Company revising its calculation for a deduction related to its domestic dough production.

### **2013 compared to 2012**

(tabular amounts in millions, except percentages)

*Revenues.* Consolidated revenues increased \$123.8 million or 7.4% in 2013. The increase was driven by higher supply chain revenues due to a change in the mix of products sold, higher volumes from increased store order counts and higher commodity prices. Higher International same store sales and store count growth also increased consolidated revenues. Domestic franchise and Company-owned store revenues also rose due to an increase in same store sales. These increases were offset in part by the negative impact on international revenues of changes in foreign currency exchange rates. These changes in revenues are more fully described below.

*Domestic stores.* Domestic stores revenues are summarized in the following table.

	2013		2012	
Domestic Company-owned stores	\$337.4	61.4%	\$323.7	62.4%
Domestic franchise	212.4	38.6%	195.0	37.6%
Total domestic stores revenues	\$549.8	100.0%	\$518.7	100.0%

Higher franchise same store sales and higher domestic Company-owned same store sales drove an increase in royalty revenues, which increased overall domestic store revenues by \$31.1 million or 6.0%. These results are more fully described below.

*Domestic Company-owned stores.* Revenues from domestic Company-owned store operations increased \$13.8 million or 4.3% in 2013. The increase was primarily due to a 3.9% increase in same store sales as compared to 2012.



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*Domestic franchise.* Revenues from domestic franchise operations increased \$17.4 million or 8.9% in 2013. The increase was driven by a 5.5% increase in same store sales as compared to 2012 and to a lesser extent, an increase in the average number of domestic franchised stores open during 2013. Revenues further benefited from fees paid by franchisees related to our insourced online ordering platform and we also incurred an increase in expenses related to these technology initiatives. Additionally, we contracted with a third party to manage our gift card program during 2013. In connection with this change, we refined our assessment of our gift card liability and recorded approximately \$3.2 million of domestic franchise revenue and reimbursed approximately \$1.5 million to our national advertising fund, as discussed further in general and administrative expenses.

*Supply chain.* Supply chain revenues are summarized in the following table.

	2013		2012	
Domestic supply chain	\$1,009.9	90.3%	\$ 942.2	90.6%
International supply chain	109.0	9.7%	97.6	9.4%
Total supply chain	<u>\$1,118.9</u>	<u>100.0%</u>	<u>\$1,039.8</u>	<u>100.0%</u>

*Domestic supply chain.* Domestic supply chain revenues increased \$67.7 million or 7.2% in 2013. The increase was primarily attributable to higher volumes from increased order counts at the store level, higher overall commodity prices, a change in the mix of products sold and increases in sales of equipment and supplies. Changes in U.S. cheese prices increased revenues by approximately \$8.6 million in 2013.

*International supply chain.* Revenues from international supply chain operations increased \$11.4 million or 11.7% in 2013. The increase resulted primarily from higher volumes during the year, and was offset in part by the negative impact of foreign currency exchange rates of \$2.9 million in 2013.

*International franchise.* International franchise revenues increased \$13.6 million or 11.3% in 2013. The increase was primarily driven by higher same store sales and an increase in the average number of international stores open during 2013, offset in part by the negative impact of changes in foreign currency exchange rates of approximately \$4.3 million in 2013. Excluding the impact of foreign currency exchange rates, same store sales increased 6.2% in 2013 compared to 2012. When the impact of foreign currency exchange rates is included, same store sales increased 2.8% in 2013 compared to 2012. This variance was caused by a generally stronger U.S. dollar when compared to the currencies in the international markets in which we compete.

*Cost of sales / Operating margin.* The changes to the consolidated operating margin, which we define as revenues less cost of sales, are summarized in the following table.

	2013		2012	
Consolidated revenues	\$1,802.2	100.0%	\$1,678.4	100.0%
Consolidated cost of sales	1,253.2	69.5%	1,177.1	70.1%
Consolidated operating margin	<u>\$ 549.0</u>	<u>30.5%</u>	<u>\$ 501.3</u>	<u>29.9%</u>

The \$47.7 million or 9.5% increase in consolidated operating margin was due primarily to higher domestic and international franchise revenues, higher margins at our Company-owned stores and higher domestic supply chain margins. Franchise revenues do not have a cost of sales component, so changes in franchise revenues have a disproportionate effect on the consolidated operating margin.

As a percentage of total revenues, our consolidated operating margin increased 0.6 percentage points in 2013, due to a higher mix of franchise revenues and higher supply chain and Company-owned stores operating margins, offset in part by higher overall commodity prices.

*Domestic Company-owned stores.* The changes to domestic Company-owned store operating margin, which do not include other store-level costs such as royalties and advertising, are summarized in the following table.

	2013		2012	
Revenues	\$337.4	100.0%	\$323.7	100.0%
Cost of sales	256.6	76.0%	247.4	76.4%
Store operating margin	<u>\$ 80.8</u>	<u>24.0%</u>	<u>\$ 76.3</u>	<u>23.6%</u>

The \$4.5 million or 6.0% increase in the domestic Company-owned store operating margin was the result of higher same store sales, lower labor and related expenses, lower occupancy expenses and lower insurance expenses. This was offset in part by an increase in overall commodity prices.

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As a percentage of store revenues, the store operating margin increased 0.4 percentage points in 2013, as discussed in more detail below.

- Food costs increased 0.5 percentage points to 27.6% in 2013, due primarily to higher overall commodity prices. The cheese block price per pound averaged \$1.75 in 2013 compared to \$1.69 in 2012.
- Occupancy costs, which include rent, telephone, utilities and depreciation, decreased 0.2 percentage points to 9.3% in 2013 due primarily to the positive impact of higher sales per store.
- Labor and related costs decreased 0.4 percentage points to 28.0% in 2013, due primarily to leveraging the higher sales per store.
- Insurance costs decreased 0.3 percentage points to 2.8% in 2013, due primarily to lower health costs per store and the positive impact of higher sales per store.

*Supply chain.* The changes to the supply chain operating margin are summarized in the following table.

	2013		2012	
Revenues	\$ 1,118.9	100.0%	\$ 1,039.8	100.0%
Cost of sales	996.7	89.1%	929.7	89.4%
Supply chain operating margin	\$ 122.2	10.9%	\$ 110.1	10.6%

The supply chain operating margin increased \$12.1 million or 11.0% in 2013 due primarily to higher volumes from increased store order counts and a change in the mix of products sold.

As a percentage of supply chain revenues, the supply chain operating margin increased 0.3 percentage points in 2013 due to the positive impact of higher volumes and lower health insurance costs, offset in part by higher commodity costs. Increases in certain food prices have a negative effect on the supply chain operating margin percentage due to the fixed dollar margin earned by supply chain on certain food items. Changes in U.S. cheese prices increased both revenues and costs by \$8.6 million in 2013. If the 2013 U.S. cheese prices had been in effect during 2012, the supply chain operating margin as a percentage of supply chain revenues would have decreased by 0.1 percentage points. However, the dollar margin would have been unaffected.

*General and administrative expenses.* General and administrative expenses increased \$16.2 million or 7.4% in 2013. These increases were due in part to an increase in non-cash compensation expense of \$4.4 million and higher variable performance-based compensation expenses of approximately \$2.0 million. General and administrative expenses also include a reimbursement of approximately \$1.5 million during 2013 to our national advertising fund related to their historical costs to support the Company's gift card program, as discussed above in domestic franchise revenues. Additionally, we continued our investments in technology and international initiatives, including the addition of team members in both areas, which also increased general and administrative expenses during 2013 compared to 2012.

*Interest income.* Interest income decreased slightly to \$0.2 million in 2013.

*Interest expense.* Interest expense decreased \$12.6 million to \$88.9 million in 2013. The decrease was driven by approximately \$10.2 million of expenses incurred in the first quarter of 2012 related to the 2012 Recapitalization which did not recur in 2013, as well as from lower interest expense resulting from a lower average debt balance during 2013 compared to 2012.

Our cash borrowing rate decreased slightly, by 0.2 percentage points, to 5.3% during fiscal 2013. Our average outstanding debt balance, excluding capital lease obligations, was approximately \$1.5 billion in 2013 and approximately \$1.6 billion in 2012. The decrease in the Company's average outstanding debt balance resulted from the principal payments made on its fixed rate notes during 2013.

*Provision for income taxes.* Provision for income taxes increased \$13.3 million in 2013, due primarily to higher pre-tax income. The Company's 2013 effective income tax rate decreased 1.5 percentage points to 36.5% of pre-tax income. This decrease was partly from a tax benefit of approximately \$1.4 million recorded in the third quarter of 2013 related to prior tax years in connection with the Company revising its calculation for a deduction related to its domestic dough production.

## Liquidity and capital resources

Historically, we have operated with minimal positive working capital 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 30 to 40 inventory turns per year. In addition, our sales are not typically seasonal, which further limits our working capital requirements. These factors, coupled with the use of our ongoing cash flows from operations to service our debt obligations, invest in our business, pay dividends and repurchase our common stock, reduce our working capital amounts. As of December 28, 2014, we had working capital of \$41.8 million, excluding restricted cash and cash equivalents of \$121.0 million and including total unrestricted cash and cash equivalents of \$30.9 million.

As of December 28, 2014, we had approximately \$56.2 million of restricted cash held for future principal and interest payments, \$43.9 million of cash held as collateral for outstanding letters of credit, \$20.8 million of restricted cash held in a three month interest reserve as required by the related debt agreements and \$0.1 million of other restricted cash, for a total of \$121.0 million of restricted cash and cash equivalents.

The Company entered into a recapitalization transaction in 2012, in which certain of our subsidiaries replaced the outstanding 2007 fixed rate notes and variable funding notes with new notes (the Notes) issued pursuant to an asset-backed securitization. The Notes consist of \$1.575 billion of Series 2012-1 5.216% Fixed Rate Senior Secured Notes, Class A-2 (the Fixed Rate Notes) and \$100.0 million of Series 2012-1 Variable Funding Senior Secured Notes, Class A-1 (the Variable Funding Notes). Additional information related to the Recapitalization transaction is included in Note 4 to our consolidated financial statements.

The Fixed Rate Notes original scheduled principal amortization payments are \$29.5 million in 2015, \$37.4 million in 2016, \$39.4 million in each of 2017 and 2018, and \$9.8 million in 2019. In accordance with our debt agreements, once we meet certain conditions, including maximum leverage ratios as defined of less than or equal to 4.5x total debt to EBITDA, we cease to make the scheduled principal amortization payments. If one of the defined leverage ratios subsequently exceeds 4.5x, we must make-up the payments we had previously not made. During the second quarter of 2014, we met the maximum leverage ratios of less than 4.5x, and, in accordance with our debt agreements, ceased debt amortization payments in the third quarter of 2014. We continued to meet the maximum leverage ratios of less than 4.5x in the third and fourth quarters of 2014 and currently do not plan to make previously scheduled debt amortization payments as permitted in our debt agreements.

The Notes are subject to certain financial and non-financial covenants, including a debt service coverage calculation, as defined in the related agreements. In the event that certain covenants are not met, the Notes may become due and payable on an accelerated schedule.

On March 16, 2012, our Board of Directors declared a \$3.00 per share special cash dividend on the outstanding common stock totaling \$171.1 million, which was paid on April 2, 2012 to stockholders of record at the close of business on March 26, 2012. Additionally, under the anti-dilution provisions in our underlying stock option plans, on April 2, 2012, we made a corresponding cash payment of approximately \$13.5 million on certain stock options, reduced the exercise price on certain other stock options by an equivalent per share amount and, in certain circumstances, both reduced the stock option exercise price and made a cash payment totaling \$3.00 per share.

On April 2, 2012, we also accrued an estimated \$2.4 million for payments to be made as certain performance-based restricted stock grants vest. The dividend and related dividend equivalent payments were funded with the remaining proceeds from the 2012 Recapitalization and cash on hand. These anti-dilution payments were accounted for as modifications/settlements and were recorded as increases in total stockholders' deficit. As of December 30, 2012, total cash paid for common stock dividends and related anti-dilution equivalent payments was approximately \$185.5 million and the total estimated liability recorded for future cash dividend payments on certain performance-based restricted stock was approximately \$1.5 million. As of December 28, 2014, the total estimated liability recorded for future cash dividend payments on certain performance-based restricted stock was approximately \$0.6 million.

During fiscal 2012, in connection with the 2012 Recapitalization, we incurred approximately \$10.5 million of net expenses. Additionally, we recorded an additional \$32.5 million of deferred financing costs as an asset in the consolidated balance sheet during fiscal 2012. This amount, in addition to the \$7.4 million recorded on the consolidated balance sheet at January 1, 2012 is being amortized into interest expense over the seven-year expected term of the debt.

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Our primary source of liquidity is cash flows from operations and availability of borrowings under our Variable Funding Notes. As of December 28, 2014, we had \$44.1 million of outstanding letters of credit and \$55.9 million of available borrowing capacity under our Variable Funding Notes. The letters of credit are primarily related to our casualty insurance programs and supply chain center leases. The Company has collateralized these letters of credit with \$43.9 million of restricted cash to reduce its fees on the Variable Funding Notes, and has the ability to access this cash with minimal notice. Borrowings under the Variable Funding Notes are available to fund our working capital requirements, capital expenditures and, subject to other limitations, other general corporate purposes including dividend payments.

The Company has a Board of Directors-approved open market share repurchase program of the Company's common stock, which was reset during the first quarter of 2014 at \$200.0 million. The open market share repurchase program has historically been funded by excess cash flows. The Company used cash of approximately \$82.4 million in 2014 and \$97.1 million in 2013 for share repurchases. The Company had approximately \$132.7 million left under the \$200.0 million authorization as of December 28, 2014. We expect to continue to use ongoing excess cash flow generation and (subject to certain restrictions in the documents governing the Variable Funding Notes) availability under the Variable Funding Notes to, among other things, repurchase shares under the current authorized program.

In the past three years, we have invested between \$29.3 million and \$71.8 million annually in capital expenditures. In 2014, we invested \$71.8 million in capital expenditures which primarily related to investments in existing Company-owned stores, supply chain centers and training facilities, the purchase of a corporate airplane, investments in our proprietary internally developed point-of-sale system (Domino's PULSE), our digital ordering platform and other technology initiatives. We expect to continue capital expenditures of \$50 to \$60 million in the future as we see continuing opportunities to invest in our industry leading technology platform, the reimagining of our corporate stores and other initiatives to grow our brand. We did not have any material commitments for capital expenditures as of December 28, 2014.

The following table illustrates the main components of our cash flows:

(In thousands)	Fiscal Year Ended		
	December 28, 2014	December 29, 2013	December 30, 2012
<b>Cash Flows Provided By (Used In)</b>			
Net cash provided by operating activities	\$ 192.3	\$ 194.0	\$ 176.3
Net cash provided by (used in) investing activities	(57.4)	(99.7)	7.3
Net cash used in financing activities	(118.9)	(134.8)	(177.4)
Exchange rate changes	0.5	0.1	(1.7)
Change in cash and equivalents	<u>\$ 16.5</u>	<u>\$ (40.4)</u>	<u>\$ 4.5</u>

### **Operating Activities**

Cash provided by operating activities was \$192.3 million in fiscal 2014. Our cash provided by operating activities was mainly the result of net income of \$162.6 million that was generated during the year, which included non-cash expenses of \$29.7 million.

During fiscal 2013, cash provided by operating activities was \$194.0 million, mainly the result of net income of \$143.0 generated during fiscal 2013 and which included non-cash expenses of \$39.5 million. The changes in operating assets and liabilities also generated \$11.5 million of cash inflows during 2013.

Cash provided by operating activities was \$176.3 million in fiscal 2012. Our cash provided by operating activities was mainly the result of net income of \$112.4 million that was generated during the year and which included \$43.8 million of non-cash expenses. The changes in operating assets and liabilities also generated \$20.1 million of cash inflows, primarily from the timing of payments of operating liabilities.

We are focused on continually improving our net income and cash flow from operations, and management expects to continue to generate positive cash flows from operating activities for the foreseeable future.

### **Investing Activities**

During fiscal 2014, cash used in investing activities was \$57.4 million, which consisted primarily of \$70.1 million of capital expenditures (driven by increased investments in Company-owned stores and supply chain centers, investments in our technology initiatives, and the purchase of a corporate airplane). Proceeds from the sale of assets of \$9.2 million and a \$4.5 million net change in restricted cash offset the use of cash in investing activities.

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During fiscal 2013, cash used in investing activities was \$99.7 million, which consisted primarily of a \$65.4 million net change in restricted cash and cash equivalents and \$40.4 million of capital expenditures, offset by \$4.5 million of proceeds from the sale of assets.

Cash provided by investing activities was \$7.3 million in fiscal 2012. The main drivers of this change were the net change in restricted cash that provided \$32.6 million of cash, and the use of cash through \$29.3 million of capital expenditures.

### **Financing Activities**

We used \$118.9 million of cash in financing activities in fiscal 2014 compared to \$134.8 million during fiscal 2013, both primarily related to purchases of common stock, funding dividend payments to our shareholders and making payments on our long-term debt obligations. The tax impact of equity-based compensation offset the use of cash in financing activities in both fiscal 2014 and fiscal 2013.

In fiscal 2012, we used \$177.4 million of cash in financing activities. During fiscal 2012 we issued \$1.6 billion of debt in connection with our 2012 Recapitalization, which was more than offset by the \$1.5 billion repayment of our existing debt at that time, the payment of \$185.5 million of special dividend payments to our shareholders, \$88.2 million purchases of common stock, and \$32.5 million of cash paid for financing costs related to our 2012 Recapitalization.

During fiscal 2014, we experienced increases in both domestic and international same store sales and our international business continued to grow stores. These factors have contributed to our continued ability to generate positive operating cash flows. We expect to use our unrestricted cash and cash equivalents, our restricted cash amounts pledged as collateral for letters of credit, ongoing cash flows from operations and available borrowings under the Variable Funding Notes to, among other things, fund working capital requirements, invest in our core business, pay dividends and repurchase our common stock. Based upon the current level of operations and anticipated growth, we believe that the cash generated from operations, our current unrestricted cash and cash equivalents and amounts available under the Variable Funding Notes will be more than adequate to meet our anticipated debt service requirements, capital expenditures, dividend payments 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 in Item 1A. Risk Factors. 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.

### **Impact of inflation**

We believe that our results of operations are not materially impacted by moderate changes in the inflation rate. Inflation did not have a material impact on our operations in 2014, 2013 or 2012. Severe increases in inflation, however, could affect the global and U.S. economies and could have an adverse impact on our business, financial condition and results of operations. Further discussion on the impact of commodities and other cost pressures is included above as well as in Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

### **New accounting pronouncements**

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update 2014-09, *Revenue from Contracts with Customers*. This guidance outlines a single, comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance issued by the FASB, including industry specific guidance. The guidance is effective for the Company for interim and annual reporting periods beginning on January 1, 2017, and permits the use of either the retrospective or cumulative effect transition method. Early adoption is prohibited. The Company is evaluating the effect that this guidance will have on its consolidated financial statements and related disclosures.

Accounting standards that have been issued by the FASB or other standards-setting bodies that do not require adoption until a future date are not expected to have a material impact on our consolidated financial statements upon adoption.

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### Contractual obligations

The following is a summary of our significant contractual obligations at December 28, 2014.

(dollars in millions)	2015	2016	2017	2018	2019	Thereafter	Total
Long-term debt (1):							
Principal	\$ —	\$ —	\$ —	\$ —	\$1,521.8	\$ —	\$1,521.8
Interest (2)	79.4	79.4	79.4	79.4	19.8	—	337.4
Capital leases (3)	0.7	0.7	0.7	0.5	—	—	2.6
Operating leases (4)	38.6	36.3	32.4	28.7	22.3	45.7	204.0

- (1) The maturity date of the long-term debt noted within the table above reflects the Company's expected repayment date of January 2019, rather than the legal maturity date of January 2042.
- (2) The interest rate on our variable funding notes is based primarily on a current commercial paper rate plus 350 basis points. The interest rate on the Fixed Rate Notes is fixed at 5.216% per year.
- (3) The principal portion of the capital lease obligation amounts above, which totaled \$2.3 million at December 28, 2014, are classified as debt in our consolidated financial statements.
- (4) We lease certain retail store and supply chain center locations, supply chain vehicles, various equipment and our World Resource Center, which is our corporate headquarters, under leases with expiration dates through 2024.

Liabilities for unrecognized tax benefits of \$2.9 million are excluded from the above table, as we are unable to make a reasonably reliable estimate of the amount and period of payment. For additional information on unrecognized tax benefits see Note 6 to the consolidated financial statements included in this Form 10-K.

### Off-balance sheet arrangements

We are party to letters of credit and, to a lesser extent, financial guarantees with off-balance sheet risk. Our exposure to credit loss for letters of credit and financial guarantees is represented by the contractual amounts of these instruments. Total conditional commitments under letters of credit as of December 28, 2014 were approximately \$44.1 million and relate to our insurance programs and supply chain center leases. The Company has guaranteed lease payments related to certain franchisees' lease arrangements. The maximum amount of potential future payments under these guarantees is \$2.2 million as of December 28, 2014. We believe that none of these arrangements has or is likely to have a material effect on our results of operations, financial condition or liquidity.

### SAFE HARBOR STATEMENT UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995

This Annual Report on Form 10-K includes various forward-looking statements about the Company within the meaning of the Private Securities Litigation Reform Act of 1995 (the "Act") that are based on current management expectations that involve substantial risks and uncertainties which could cause actual results to differ materially from the results expressed in, or implied by, these forward-looking statements. The following cautionary statements are being made pursuant to the provisions of the Act and with the intention of obtaining the benefits of the "safe harbor" provisions of the Act. These forward-looking statements generally can be identified by the use of words such as "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "plan," "predict," "project," "will," "potential," "outlook" and similar terms and phrases, including references to assumptions, are forward-looking statements. These forward-looking statements address various matters including information concerning future results of operations and business strategy, and statements about our ability to complete our "Pizza Theater" store redesign, the expected demand for future pizza delivery, our expectation that we will meet the terms of our agreement with our third-party supplier of pizza cheese, our belief that alternative third-party suppliers are available for our key ingredients in the event we are required to replace any of our supply partners, our intention to continue to enhance and grow online ordering, digital marketing and technological capabilities, our expectation that there will be no material capital expenditures for environmental control facilities, our plans to expand international operations in many of the markets where we currently operate and in selected new markets, our expectation that the contribution rate for advertising fees payable to DNAF will remain in place for the foreseeable future, our expectation that we will not make previously scheduled amortization payments as permitted under our debt agreements and our expectation that we will use our unrestricted cash and cash equivalents, restricted cash amounts pledged as collateral for letters of credit, ongoing cash flows from operations and available borrowings under the Variable Funding Notes to, among other things, fund working capital requirements, invest in our core business, pay dividends and repurchase our common stock. Forward-looking statements relating to our anticipated profitability, the growth of our international business, ability to service our indebtedness, our operating performance, trends in our business and other descriptions of future events reflect management's expectations based upon currently available information and data. While we believe these expectations and projections are based on reasonable assumptions, such forward-looking statements are inherently subject to risks, uncertainties and assumptions about us, including the risk factors listed under Item 1A. Risk Factors, as well as other cautionary language in this Form 10-K.

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Actual results may differ materially from those in the forward looking statements as a result of various factors, including but not limited to, the following:

- our substantial increased indebtedness as a result of the 2012 Recapitalization and our ability to incur additional indebtedness or refinance that indebtedness in the future;
- our future financial performance;
- the success of our marketing initiatives;
- our future cash needs;
- our ability to maintain good relationships with our franchisees;
- our ability to successfully implement cost-saving strategies;
- increases in our operating costs, including cheese, fuel and other commodity costs and the minimum wage;
- our ability to compete domestically and internationally in our intensely competitive industry;
- additional risk precipitated by international operations;
- our ability to retain or replace our executive officers and other key members of management and our ability to adequately staff our stores and supply chain centers with qualified personnel;
- our ability to pay principal and interest on our substantial debt;
- our ability to find and/or retain suitable real estate for our stores and supply chain centers;
- adverse legislation, regulation or publicity;
- adverse legal judgments or settlements;
- food-borne illness or contamination of products;
- data breaches or other cyber risks;
- the effect of war, terrorism or catastrophic events;
- our ability to pay dividends;
- changes in consumer taste, demographic trends and traffic patterns; and
- adequacy of insurance coverage.

All forward-looking statements should be evaluated with the understanding of their inherent uncertainty. We will not undertake and specifically decline any obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this Annual Report on Form 10-K might not occur.

Forward-looking statements speak only as of the date of this Form 10-K. Except as required under federal securities laws and the rules and regulations of the Securities and Exchange Commission, we do not have any intention to update any forward-looking statements to reflect events or circumstances arising after the date of this Form 10-K, whether as a result of new information, future events or otherwise. As a result of these risks and uncertainties, readers are cautioned not to place undue reliance on the forward-looking statements included in this Form 10-K or that may be made elsewhere from time to time by, or on behalf of, us. All forward-looking statements attributable to us are expressly qualified by these cautionary statements.

**Item 7A. Quantitative and Qualitative Disclosures About Market Risk.**

***Market risk***

We do not engage in speculative transactions nor do we hold or issue financial instruments for trading purposes. In connection with the 2012 Recapitalization, we issued fixed rate notes and, at December 28, 2014, we are only exposed to interest rate risk on borrowings under our Variable Funding Notes. As of December 28, 2014, we had no outstanding borrowings under our Variable Funding Notes. Our fixed rate debt exposes the Company to changes in market interest rates reflected in the fair value of the debt and to the risk that the Company may need to refinance maturing debt with new debt at a higher rate.

We are exposed to market risks 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 when we use fixed pricing agreements with our suppliers, these agreements cover our physical commodity needs, are not net-settled and are accounted for as normal purchases.

From time to time we have entered into interest rate swaps, collars or similar instruments with the objective of managing volatility relating to our borrowing costs. We had no outstanding derivative instruments as of December 28, 2014 or December 29, 2013.

***Foreign currency exchange rate risk***

We have exposure to various foreign currency exchange rate fluctuations for revenues generated by our operations outside the United States, which can adversely impact our net income and cash flows. Approximately 7.7% of our total revenues in 2014, 7.4% of our total revenues in 2013 and 7.1% of our total revenues in 2012 were derived from our international franchise segment, a majority of which were denominated in foreign currencies. We also operate dough manufacturing and distribution facilities in Canada, which generate revenues denominated in Canadian dollars. We do not enter into financial instruments to manage this foreign currency exchange risk. A hypothetical 10% adverse change in the foreign currency rates for our international markets would have resulted in a negative impact on royalty revenues of approximately \$14.7 million in 2014.



**Item 8. Financial Statements and Supplementary Data.**

**Report of Independent Registered Public Accounting Firm**

To the Stockholders and Board of Directors  
of Domino's Pizza, Inc.:

In our opinion, the consolidated financial statements listed in the index appearing under Item 15(a)(1) present fairly, in all material respects, the financial position of Domino's Pizza, Inc. and its subsidiaries at December 28, 2014 and December 29, 2013, and the results of their operations and their cash flows for each of the three years in the period ended December 28, 2014 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedules listed in the index appearing under Item 15(a)(2) present fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 28, 2014, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements and financial statement schedules, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Annual Report on Internal Control over Financial Reporting, appearing under Item 9(A). Our responsibility is to express opinions on these financial statements, on the financial statement schedules, and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopers LLP

Detroit, Michigan  
February 24, 2015

DOMINO'S PIZZA, INC. AND SUBSIDIARIESCONSOLIDATED BALANCE SHEETS

(In thousands, except share and per share amounts)

	December 28, 2014	December 29, 2013
<u>ASSETS</u>		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 30,855	\$ 14,383
Restricted cash and cash equivalents	120,954	125,453
Accounts receivable, net of reserves of \$3,361 in 2014 and \$5,107 in 2013	118,395	105,779
Inventories	37,944	30,321
Notes receivable, net of reserves of \$534 in 2014 and \$357 in 2013	1,996	1,823
Prepaid expenses and other	30,573	18,376
Advertising fund assets, restricted	72,055	44,695
Deferred income taxes	9,857	10,710
Asset held-for-sale	5,732	—
Total current assets	<u>428,361</u>	<u>351,540</u>
PROPERTY, PLANT AND EQUIPMENT:		
Land and buildings	25,859	23,423
Leasehold and other improvements	99,804	90,508
Equipment	178,378	174,667
Construction in progress	6,179	8,900
	310,220	297,498
Accumulated depreciation and amortization	<u>(196,174)</u>	<u>(199,914)</u>
Property, plant and equipment, net	<u>114,046</u>	<u>97,584</u>
OTHER ASSETS:		
Investments in marketable securities, restricted	4,586	3,269
Notes receivable, less current portion, net of reserves of \$397 in 2014 and \$393 in 2013	—	894
Deferred financing costs, net of accumulated amortization of \$17,041 in 2014 and \$11,295 in 2013	22,947	28,693
Goodwill	16,297	16,598
Capitalized software, net of accumulated amortization of \$54,552 in 2014 and \$50,267 in 2013	20,562	14,464
Other assets, net of accumulated amortization of \$776 in 2014 and \$4,737 in 2013	10,006	9,046
Deferred income taxes	2,475	3,167
Total other assets	<u>76,873</u>	<u>76,131</u>
Total assets	<u>\$ 619,280</u>	<u>\$ 525,255</u>

The accompanying notes are an integral part of these consolidated statements.

DOMINO'S PIZZA, INC. AND SUBSIDIARIESCONSOLIDATED BALANCE SHEETS

(Continued)

(In thousands, except share and per share amounts)

	December 28, 2014	December 29, 2013
<u>LIABILITIES AND STOCKHOLDERS' DEFICIT</u>		
<b>CURRENT LIABILITIES:</b>		
Current portion of long-term debt	\$ 565	\$ 24,144
Accounts payable	86,552	83,408
Accrued compensation	23,618	23,653
Accrued interest	14,008	14,375
Insurance reserves	14,465	13,297
Dividends payable	14,351	11,849
Legal reserves	4,277	4,959
Advertising fund liabilities	72,055	44,695
Other accrued liabilities	35,717	34,231
Total current liabilities	<u>265,608</u>	<u>254,611</u>
<b>LONG-TERM LIABILITIES:</b>		
Long-term debt, less current portion	1,523,546	1,512,299
Insurance reserves	26,951	25,528
Deferred income taxes	5,588	7,827
Other accrued liabilities	17,052	15,192
Total long-term liabilities	<u>1,573,137</u>	<u>1,560,846</u>
Total liabilities	<u>1,838,745</u>	<u>1,815,457</u>
<b>COMMITMENTS AND CONTINGENCIES</b>		
<b>STOCKHOLDERS' DEFICIT:</b>		
Common stock, par value \$0.01 per share; 170,000,000 shares authorized; 55,553,149 in 2014 and 55,768,672 in 2013 issued and outstanding	556	558
Preferred stock, par value \$0.01 per share; 5,000,000 shares authorized, none issued	—	—
Additional paid-in capital	29,561	669
Retained deficit	(1,246,921)	(1,289,445)
Accumulated other comprehensive loss	(2,661)	(1,984)
Total stockholders' deficit	<u>(1,219,465)</u>	<u>(1,290,202)</u>
Total liabilities and stockholders' deficit	<u>\$ 619,280</u>	<u>\$ 525,255</u>

The accompanying notes are an integral part of these consolidated statements.

**DOMINO'S PIZZA, INC. AND SUBSIDIARIES****CONSOLIDATED STATEMENTS OF INCOME**

(In thousands, except per share amounts)

	For the Years Ended		
	December 28, 2014	December 29, 2013	December 30, 2012
<b>REVENUES:</b>			
Domestic Company-owned stores	\$ 348,497	\$ 337,414	\$ 323,652
Domestic franchise	230,192	212,369	195,000
Supply chain	1,262,523	1,118,873	1,039,830
International franchise	152,621	133,567	119,957
Total revenues	<u>1,993,833</u>	<u>1,802,223</u>	<u>1,678,439</u>
<b>COST OF SALES:</b>			
Domestic Company-owned stores	267,385	256,596	247,391
Supply chain	<u>1,131,682</u>	<u>996,653</u>	<u>929,710</u>
Total cost of sales	<u>1,399,067</u>	<u>1,253,249</u>	<u>1,177,101</u>
<b>OPERATING MARGIN</b>	594,766	548,974	501,338
<b>GENERAL AND ADMINISTRATIVE</b>	249,405	235,163	219,007
<b>INCOME FROM OPERATIONS</b>	345,361	313,811	282,331
<b>INTEREST INCOME</b>	143	160	304
<b>INTEREST EXPENSE</b>	(86,881)	(88,872)	(101,448)
<b>INCOME BEFORE PROVISION FOR INCOME TAXES</b>	258,623	225,099	181,187
<b>PROVISION FOR INCOME TAXES</b>	96,036	82,114	68,795
<b>NET INCOME</b>	<u>\$ 162,587</u>	<u>\$ 142,985</u>	<u>\$ 112,392</u>
<b>EARNINGS PER SHARE:</b>			
Common Stock – basic	\$ 2.96	\$ 2.58	\$ 1.99
Common Stock – diluted	\$ 2.86	\$ 2.48	\$ 1.91
<b>DIVIDENDS DECLARED PER SHARE</b>	\$ 1.00	\$ 0.80	\$ 3.00

The accompanying notes are an integral part of these consolidated statements.

## DOMINO'S PIZZA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(In thousands)

	For the Years Ended		
	December 28, 2014	December 29, 2013	December 30, 2012
NET INCOME	\$ 162,587	\$ 142,985	\$ 112,392
OTHER COMPREHENSIVE INCOME (LOSS), BEFORE TAX:			
Currency translation adjustment	(1,468)	432	(825)
Reclassification adjustment for losses included in net income	—	—	776
	<u>(1,468)</u>	<u>432</u>	<u>(49)</u>
TAX ATTRIBUTES OF ITEMS IN OTHER COMPREHENSIVE INCOME (LOSS):			
Currency translation adjustment	791	(30)	359
Reclassification adjustment for losses included in net income	—	—	(295)
	<u>791</u>	<u>(30)</u>	<u>64</u>
OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAX	<u>(677)</u>	<u>402</u>	<u>15</u>
COMPREHENSIVE INCOME	<u>\$ 161,910</u>	<u>\$ 143,387</u>	<u>\$ 112,407</u>

The accompanying notes are an integral part of these consolidated statements.

**DOMINO'S PIZZA, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIT**

(In thousands, except share data)

	Common Stock		Additional Paid-in Capital	Retained Deficit	Accumulated Other Comprehensive Loss	
	Shares	Amount			Currency Translation Adjustment	Fair Value of Derivative Instruments
BALANCE AT JANUARY 1, 2012	57,741,208	\$ 577	\$ —	\$(1,207,915)	\$ (1,920)	\$ (481)
Net income	—	—	—	112,392	—	—
Common stock dividends and equivalents	—	—	(10,166)	(176,820)	—	—
Issuance of common stock, net	271,348	3	—	—	—	—
Tax payments for restricted stock upon vesting	(165,113)	(1)	(5,844)	—	—	—
Purchase of common stock	(2,472,863)	(25)	(25,192)	(63,021)	—	—
Exercise of stock options	938,669	9	8,936	—	—	—
Tax impact from equity-based compensation	—	—	16,220	—	—	—
Non-cash compensation expense	—	—	17,621	—	—	—
Other	—	—	89	—	—	—
Currency translation adjustment, net of tax	—	—	—	—	(466)	—
Reclassification adjustment for losses on derivative instruments included in net income, net of tax	—	—	—	—	—	481
BALANCE AT DECEMBER 30, 2012	56,313,249	563	1,664	(1,335,364)	(2,386)	—
Net income	—	—	—	142,985	—	—
Common stock dividends and equivalents	—	—	—	(44,190)	—	—
Issuance of common stock, net	330,656	3	—	—	—	—
Tax payments for restricted stock upon vesting	(137,262)	(1)	(8,030)	—	—	—
Purchase of common stock	(1,666,435)	(16)	(44,240)	(52,876)	—	—
Exercise of stock options	928,464	9	9,442	—	—	—
Tax impact from equity-based compensation	—	—	19,498	—	—	—
Non-cash compensation expense	—	—	21,987	—	—	—
Other	—	—	348	—	—	—
Currency translation adjustment, net of tax	—	—	—	—	402	—
BALANCE AT DECEMBER 29, 2013	55,768,672	558	669	(1,289,445)	(1,984)	—
Net income	—	—	—	162,587	—	—
Common stock dividends and equivalents	—	—	—	(55,300)	—	—
Issuance of common stock, net	102,169	1	—	—	—	—
Tax payments for restricted stock upon vesting	(105,101)	(1)	(7,926)	—	—	—
Purchase of common stock	(1,151,931)	(12)	(17,632)	(64,763)	—	—
Exercise of stock options	939,340	10	9,018	—	—	—
Tax impact from equity-based compensation	—	—	27,583	—	—	—
Non-cash compensation expense	—	—	17,587	—	—	—
Other	—	—	262	—	—	—
Currency translation adjustment, net of tax	—	—	—	—	(677)	—
BALANCE AT DECEMBER 28, 2014	55,553,149	\$ 556	\$ 29,561	\$(1,246,921)	\$ (2,661)	\$ —

The accompanying notes are an integral part of these consolidated statements.

**DOMINO'S PIZZA, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

(In thousands)

	For the Years Ended		
	December 28, 2014	December 29, 2013	December 30, 2012
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Net income	\$ 162,587	\$ 142,985	\$ 112,392
Adjustments to reconcile net income to net cash provided by operating activities-			
Depreciation and amortization	35,788	25,783	23,171
(Gains) losses on sale/disposal of assets	(1,107)	367	540
Provision (benefit) for losses on accounts and notes receivable	(570)	(1,257)	462
Provision (benefit) for deferred income taxes	(132)	6,055	4,193
Amortization of deferred financing costs, debt discount and other	5,746	6,094	14,596
Non-cash compensation expense	17,587	21,987	17,621
Tax impact from equity-based compensation	(27,583)	(19,498)	(16,220)
Other	—	—	(531)
Changes in operating assets and liabilities-			
Increase in accounts receivable	(12,710)	(11,001)	(6,917)
Increase in inventories, prepaid expenses and other	(11,827)	(242)	(703)
Increase in accounts payable and accrued liabilities	22,776	21,867	24,914
Increase in insurance reserves	1,784	849	2,802
Net cash provided by operating activities	<u>192,339</u>	<u>193,989</u>	<u>176,320</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>			
Capital expenditures	(70,093)	(40,387)	(29,267)
Proceeds from sale of assets	9,160	4,518	2,988
Change in restricted cash	4,499	(65,438)	32,597
Other	(1,009)	1,574	1,030
Net cash provided by (used in) investing activities	<u>(57,443)</u>	<u>(99,733)</u>	<u>7,348</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>			
Proceeds from issuance of long-term debt	—	—	1,575,000
Repayments of long-term debt and capital lease obligations	(12,332)	(24,349)	(1,465,509)
Proceeds from exercise of stock options	9,028	9,451	8,945
Tax impact from equity-based compensation	27,583	19,498	16,220
Purchases of common stock	(82,407)	(97,132)	(88,238)
Tax payments for restricted stock upon vesting	(7,927)	(8,031)	(5,845)
Payments of common stock dividends and equivalents	(52,843)	(34,241)	(185,484)
Cash paid for financing costs	—	—	(32,538)
Net cash used in financing activities	<u>(118,898)</u>	<u>(134,804)</u>	<u>(177,449)</u>
EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS	474	118	(1,698)
CHANGE IN CASH AND CASH EQUIVALENTS	16,472	(40,430)	4,521
CASH AND CASH EQUIVALENTS, AT BEGINNING OF PERIOD	14,383	54,813	50,292
CASH AND CASH EQUIVALENTS, AT END OF PERIOD	<u>\$ 30,855</u>	<u>\$ 14,383</u>	<u>\$ 54,813</u>

The accompanying notes are an integral part of these consolidated statements.

DOMINO'S PIZZA, INC. AND SUBSIDIARIESNOTES TO CONSOLIDATED FINANCIAL STATEMENTS

## (1) DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business

Domino's Pizza, Inc. ("DPI"), a Delaware corporation, conducts its operations and derives substantially all of its operating income and cash flows through its wholly-owned subsidiary, Domino's, Inc. (Domino's) and Domino's wholly-owned subsidiary, Domino's Pizza LLC ("DPLL"). DPI and its wholly-owned subsidiaries (collectively, "the Company") are primarily engaged in the following business activities: (i) retail sales of food through Company-owned Domino's Pizza stores; (ii) sales of food, equipment and supplies to Company-owned and franchised Domino's Pizza stores through Company-owned supply chain centers; and (iii) receipt of royalties and fees from domestic and international Domino's Pizza franchisees.

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of DPI and its subsidiaries. All significant intercompany accounts and transactions have been eliminated.

Fiscal Year

The Company's fiscal year ends on the Sunday closest to December 31. The 2014 fiscal year ended on December 28, 2014, the 2013 fiscal year ended on December 29, 2013 and the 2012 fiscal year ended on December 30, 2012. The 2014, 2013 and 2012 fiscal years each consisted of fifty-two weeks.

Cash and Cash Equivalents

Cash equivalents consist of highly liquid investments with original maturities of three months or less at the date of purchase. These investments are carried at cost, which approximates fair value.

Restricted Cash and Cash Equivalents

Restricted cash at December 28, 2014 includes \$56.2 million of cash held for future principal and interest payments, \$20.8 million of cash held in a three month interest reserve, \$43.9 million of cash held as collateral for outstanding letters of credit and \$0.1 million of other restricted cash.

Restricted cash at December 29, 2013 included \$51.3 million of cash held for future principal and interest payments, \$21.0 million of cash held in a three month interest reserve, \$42.0 million of cash held as collateral for outstanding letters of credit, \$11.1 million of cash related to the Company's third quarter 2013 dividend payment to shareholders and \$0.1 million of other restricted cash.

Inventories

Inventories are valued at the lower of cost (on a first-in, first-out basis) or market. Inventories at December 28, 2014 and December 29, 2013 are comprised of the following (in thousands):

	<u>2014</u>	<u>2013</u>
Food	\$31,627	\$25,673
Equipment and supplies	6,317	4,648
Inventories	<u>\$37,944</u>	<u>\$30,321</u>



DOMINO'S PIZZA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

Notes Receivable

During the normal course of business, the Company may provide financing to franchisees in the form of notes. Notes receivable generally require monthly payments of principal and interest, or monthly payments of interest only, generally ranging from 8% to 10%, with balloon payments of the remaining principal due two to seven years from the original issuance date. Such notes are generally secured by the related assets or business. The carrying amounts of these notes approximate fair value.

Other Assets

Current and long-term other assets primarily include prepaid expenses such as insurance, rent and taxes, deposits, as well as covenants not-to-compete and other intangible assets primarily arising from franchise acquisitions. Amortization expense related to intangible assets is provided using the straight-line method over the useful lives for covenants not-to-compete and other intangible assets and was approximately \$0.1 million in 2014 and approximately \$0.3 million in 2013 and 2012. As of December 28, 2014, these intangible assets were fully amortized. As of December 29, 2013, the carrying value of these intangible assets was approximately \$0.1 million.

Asset Held-for-Sale

During the third quarter of 2014, the Board of Directors approved the sale of the existing corporate airplane, which the Company began actively marketing in the fourth quarter of 2014. As a result of these actions, the Company met held-for-sale criteria and classified the asset as held for sale. Subsequent to year end, the Company sold the asset for approximately \$5.7 million.

Property, Plant and Equipment

Additions to property, plant and equipment are recorded at cost. Repair and maintenance costs are expensed as incurred. Depreciation and amortization expense is provided using the straight-line method over the estimated useful lives of the related assets. Estimated useful lives, other than the estimated useful life of the capital lease assets as described below, are generally as follows (in years):

Buildings	20
Leasehold and other improvements	7 – 15
Equipment	3 – 15

Included in land and buildings as of December 28, 2014 and December 29, 2013 are capital lease assets of approximately \$1.5 million and \$1.9 million, which are net of \$5.9 million and \$5.5 million of accumulated amortization, respectively, primarily related to the lease of a supply chain center building, and to a lesser extent, leases of computer equipment. The capital lease assets are being amortized using the straight-line method over the lease terms.

Depreciation and amortization expense on property, plant and equipment was approximately \$28.4 million, \$20.5 million and \$19.5 million in 2014, 2013 and 2012, respectively.

Impairments of Long-Lived Assets

The Company evaluates the potential impairment of long-lived assets at least annually based on various analyses including the projection of undiscounted cash flows and whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. For Company-owned stores, the Company performs this evaluation on an operating market basis, which the Company has determined to be the lowest level for which identifiable cash flows are largely independent of other cash flows. If the carrying amount of a long-lived asset exceeds the amount of the expected future undiscounted cash flows of that asset, the Company estimates the fair value of the assets. If the carrying amount of the asset exceeds the estimated fair value of the asset, an impairment loss is recognized and the asset is written down to its estimated fair value.

DOMINO'S PIZZA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

During the fourth quarter of 2014, in connection with meeting held-for-sale criteria for its corporate airplane, the Company recorded \$5.8 million of pre-tax expense to reduce the asset to its fair value less cost to sell. This impairment loss was recorded in general and administrative expenses on the consolidated statements of income. Aside from the impairment loss on the corporate airplane in 2014, the Company did not record an impairment loss on long-lived assets in 2014, 2013 or 2012.

Investments in Marketable Securities

Investments in marketable securities consist of investments in various mutual funds made by eligible individuals as part of the Company's deferred compensation plan (Note 7). These investments are stated at aggregate fair value, are restricted and have been placed in a rabbi trust whereby the amounts are irrevocably set aside to fund the Company's obligations under the deferred compensation plan. The Company classifies and accounts for these investments in marketable securities as trading securities.

Deferred Financing Costs

Deferred financing costs primarily include debt issuance costs incurred by the Company as part of the 2012 Recapitalization (Note 4). Amortization is provided on a straight-line basis over the expected term of the respective debt instrument to which the costs relate and is included in interest expense.

In connection with the 2012 Recapitalization, the Company recorded an additional \$32.5 million of deferred financing costs as an asset during fiscal 2012. This amount, in addition to the \$7.4 million recorded on the consolidated balance sheet at January 1, 2012, is being amortized into interest expense over the seven-year expected term of the debt. Additionally, in connection with the 2012 Recapitalization, the Company had write-offs of financing costs totaling approximately \$8.0 million related to the extinguishment of the previous debt facility.

In connection with scheduled principal payments of its Fixed Rate Notes (Note 4), the Company expensed financing costs of approximately \$0.2 million in 2014, \$0.5 million in 2013 and \$0.4 million in 2012. Deferred financing cost expense, including the aforementioned amounts, was approximately \$5.7 million, \$6.1 million and \$13.8 million in 2014, 2013 and 2012, respectively.

Goodwill

The Company's goodwill amounts primarily relate to franchise store acquisitions and are not amortized. The Company performs its required impairment tests in the fourth quarter of each fiscal year and did not recognize any goodwill impairment charges in 2014, 2013 or 2012.

Capitalized Software

Capitalized software is recorded at cost and includes purchased, internally-developed and externally-developed software used in the Company's operations. Amortization expense is provided using the straight-line method over the estimated useful lives of the software, which range from one to three years. Capitalized software amortization expense was approximately \$7.3 million, \$5.0 million and \$3.3 million in 2014, 2013 and 2012, respectively. The Company received \$3.4 million, \$3.0 million and \$2.7 million from franchisees from sales and enhancements of internally developed point-of-sale software during 2014, 2013 and 2012, respectively.

DOMINO'S PIZZA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

Insurance Reserves

The Company has retention programs for workers' compensation, general liability and owned and non-owned automobile liabilities for certain periods prior to December 1998 and for periods after December 2001. The Company is generally responsible for up to \$1.0 million per occurrence under these retention programs for workers' compensation and general liability exposures. The Company is also generally responsible for between \$500,000 and \$3.0 million per occurrence under these retention programs for owned and non-owned automobile liabilities depending on the year. Total insurance limits under these retention programs vary depending on the year covered and range up to \$110.0 million per occurrence for general liability and owned and non-owned automobile liabilities and up to the applicable statutory limits for workers' compensation.

Insurance reserves relating to our retention programs are based on undiscounted actuarial estimates. These estimates are based on historical information and on certain assumptions about future events. Changes in assumptions for such factors as medical costs and legal actions, as well as changes in actual experience, could cause these estimates to change in the near term. The Company receives estimates of outstanding insurance exposures from its independent actuary and differences between these estimated actuarial exposures and the Company's recorded amounts are adjusted as appropriate.

Other Accrued Liabilities

Current and long-term other accrued liabilities primarily include accruals for sales, property and other taxes, store operating expenses, deferred rent expense and deferred compensation liabilities.

Foreign Currency Translation

The Company's foreign entities use their local currency as the functional currency. Where the functional currency is the local currency, the Company translates net assets into U.S. dollars at year end exchange rates, while income and expense accounts are translated at average annual exchange rates. Currency translation adjustments are included in accumulated other comprehensive income (loss) and foreign currency transaction gains and losses are included in determining net income.

Revenue Recognition

Domestic Company-owned stores revenues are comprised of retail sales of food through Company-owned Domino's Pizza stores located in the contiguous United States and are recognized when the items are delivered to or carried out by customers.

Domestic franchise revenues are primarily comprised of royalties and fees from Domino's Pizza franchisees with operations in the contiguous United States. Royalty revenues are recognized when the items are delivered to or carried out by franchise customers.

Supply chain revenues are primarily comprised of sales of food, equipment and supplies to franchised Domino's Pizza stores located in the United States and Canada. Revenues from the sales of food are recognized upon delivery of the food to franchisees, while revenues from the sales of equipment and supplies are generally recognized upon shipment of the related products to franchisees.

International franchise revenues are primarily comprised of royalties and fees from Domino's Pizza franchisees outside the contiguous United States. These revenues are recognized consistently with the policies applied for franchise revenues generated in the contiguous United States.

DOMINO'S PIZZA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

Supply Chain Profit-Sharing Arrangements

The Company enters into profit-sharing arrangements with domestic and Canadian stores that purchase all of their food from Supply Chain (Note 11). These profit-sharing arrangements generally offer Company-owned stores and participating franchisees with 50% (or a higher percentage in the case of Company-owned stores and certain franchisees who operate a larger number of stores) of their regional supply chain center's pre-tax profits based upon each store's purchases from the supply chain center. Profit-sharing obligations are recorded as a revenue reduction in Supply Chain in the same period as the related revenues and costs are recorded, and were \$75.7 million, \$73.9 million and \$69.4 million in 2014, 2013 and 2012, respectively.

Advertising

Advertising costs are expensed as incurred. Advertising expense, which relates primarily to Company-owned stores, was approximately \$29.0 million, \$29.6 million and \$27.6 million during 2014, 2013 and 2012, respectively.

Domestic Stores (Note 11) are required to contribute a certain percentage of sales to the Domino's National Advertising Fund Inc. (DNAF), a not-for-profit subsidiary that administers the Domino's Pizza system's national and market level advertising activities. Included in advertising expense were national advertising contributions from Company-owned stores to DNAF of approximately \$20.9 million, \$20.1 million and \$17.8 million in 2014, 2013 and 2012, respectively. DNAF also received national advertising contributions from franchisees of approximately \$217.7 million, \$199.4 million and \$173.6 million during 2014, 2013 and 2012, respectively. Franchisee contributions to DNAF and offsetting disbursements are presented net in the accompanying statements of income.

DNAF assets, consisting primarily of cash received from franchisees and accounts receivable from franchisees, can only be used for activities that promote the Domino's Pizza® brand. Accordingly, all assets held by the DNAF are considered restricted.

Rent

The Company leases certain equipment, vehicles, retail store and supply chain center locations and its corporate headquarters under operating leases with expiration dates through 2024. Rent expenses totaled approximately \$43.0 million, \$40.2 million and \$39.7 million during 2014, 2013 and 2012, respectively.

Common Stock Dividends

During 2014, the Company declared dividends of approximately \$55.3 million, or \$1.00 per share, of which approximately \$41.7 million were paid in 2014. The third quarter 2014 dividend of approximately \$13.8 million was paid to shareholders on December 30, 2014, which will be included in fiscal 2015.

During 2013, the Company declared dividends of approximately \$44.2 million, or \$0.80 per share, of which approximately \$34.2 million were paid in 2013. The third quarter 2013 dividend of approximately \$11.1 million was paid to shareholders on December 30, 2013, which was included in fiscal 2014.

During 2012, the Company declared dividends and dividend equivalents totaling approximately \$187.0 million, or \$3.00 per share, of which approximately \$185.5 million were paid in 2012.

DOMINO'S PIZZA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

Derivative Instruments

The Company recognizes all derivatives as either assets or liabilities in the balance sheet and measures those instruments at fair value. The Company had no outstanding derivative instruments as of December 28, 2014 and December 29, 2013.

In connection with its recapitalization in 2007 (the "2007 Recapitalization"), the Company entered into a five-year forward-starting interest rate swap agreement with a notional amount of \$1.25 billion. This interest rate swap was entered into to hedge the variability of future interest rates in contemplation of the recapitalization-related debt issuances. The Company subsequently settled the swap agreement with a cash payment of \$11.5 million, in accordance with its terms, concurrent with the issuance of debt as part of the 2007 Recapitalization. In connection with this settlement, the accumulated other comprehensive loss amount was adjusted for the after-tax net settlement amount of \$7.1 million which was being amortized into interest expense over the term of the hedged item. As part of the 2012 Recapitalization, the remaining amount of this swap settlement that was included in accumulated other comprehensive loss was recorded into interest expense.

Stock Options and Other Equity-Based Compensation Arrangements

The cost of all of the Company's stock options, as well as other equity-based compensation arrangements, is reflected in the financial statements based on the estimated fair value of the awards.

Earnings Per Share

The Company discloses two calculations of earnings per share (EPS): basic EPS and diluted EPS. The numerator in calculating common stock basic and diluted EPS is consolidated net income. The denominator in calculating common stock basic EPS is the weighted average shares outstanding. The denominator in calculating common stock diluted EPS includes the additional dilutive effect of outstanding stock options and unvested restricted stock and unvested performance-based restricted stock grants.

Supplemental Disclosures of Cash Flow Information

The Company paid interest of approximately \$81.1 million, \$82.9 million and \$87.3 million during 2014, 2013 and 2012, respectively. Cash paid for income taxes was approximately \$76.5 million, \$62.8 million and \$46.1 million in 2014, 2013 and 2012, respectively. In 2014, the Company had \$1.7 million of non-cash investing activities related to accruals for capital expenditures.

New Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update 2014-09, Revenue from Contracts with Customers. This guidance outlines a single, comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance issued by the FASB, including industry specific guidance. The guidance is effective for the Company for interim and annual reporting periods beginning on January 1, 2017, and permits the use of either the retrospective or cumulative effect transition method. Early adoption is prohibited. The Company is evaluating the effect that this guidance will have on its consolidated financial statements and related disclosures.

The accounting standards that have been issued by the FASB or other standards-setting bodies that do not require adoption until a future date are not expected to have a material impact on our consolidated financial statements upon adoption.

**DOMINO'S PIZZA, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

(Continued)

**Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**(2) EARNINGS PER SHARE**

The computation of basic and diluted earnings per common share is as follows (in thousands, except share and per share amounts):

	2014	2013	2012
Net income available to common stockholders – basic and diluted	\$ 162,587	\$ 142,985	\$ 112,392
Weighted average number of common shares	54,918,471	55,345,554	56,419,645
Earnings per common share – basic	\$ 2.96	\$ 2.58	\$ 1.99
Diluted weighted average number of common shares	56,931,226	57,720,998	58,997,476
Earnings per common share – diluted	\$ 2.86	\$ 2.48	\$ 1.91

The denominator in calculating the common stock diluted EPS does not include 222,060 stock options in 2014, 152,340 stock options in 2013 and 210,820 stock options in 2012, as their inclusion would be anti-dilutive.

**(3) 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 table summarizes the carrying amounts and fair values of certain assets at December 28, 2014:

	At December 28, 2014			
	Carrying Amount	Fair Value Estimated Using		
		Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Cash equivalents	\$16,290	\$16,290	\$ —	\$ —
Restricted cash equivalents	93,121	93,121	—	—
Investments in marketable securities	4,586	4,586	—	—

**DOMINO'S PIZZA, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

(Continued)

The following table summarizes the carrying amounts and fair values of certain assets at December 29, 2013:

	Carrying Amount	At December 29, 2013		
		Fair Value Estimated Using		
		Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Cash equivalents	\$ 5,303	\$ 5,303	\$ —	\$ —
Restricted cash equivalents	93,608	93,608	—	—
Investments in marketable securities	3,269	3,269	—	—

(4) **RECAPITALIZATIONS AND FINANCING ARRANGEMENTS**

2012 Recapitalization

On March 16, 2012, the Company completed a recapitalization transaction (the 2012 Recapitalization). As part of the 2012 Recapitalization, a wholly-owned subsidiary of DPLLC and three of its wholly-owned subsidiaries completed an asset-backed securitization (ABS) by co-issuing a \$1.675 billion facility in a private transaction consisting of \$1.575 billion of Series 2012-1 5.216% Fixed Rate Senior Secured Notes, Class A-2 (the Fixed Rate Notes) and \$100.0 million of Series 2012-1 Variable Funding Senior Secured Notes, Class A-1 (the Variable Funding Notes). Gross proceeds from the issuance of the Fixed Rate Notes were \$1.575 billion. The Variable Funding Notes were undrawn upon at issuance.

The Company used a portion of the proceeds from the 2012 Recapitalization to repay approximately \$1.447 billion in outstanding fixed rate notes under the 2007 Recapitalization. The proceeds were also used to pay accrued interest on fixed rate notes under the 2007 Recapitalization and transaction-related fees and expenses incurred in connection with the 2012 Recapitalization and to fund reserve accounts for the payments related to the Fixed Rate Notes.

Also on March 16, 2012, the Company's Board of Directors declared a \$3.00 per share special cash dividend on its outstanding common stock totaling \$171.1 million, which was paid on April 2, 2012 to stockholders of record at the close of business on March 26, 2012. Additionally, pursuant to the anti-dilution provisions in the Company's underlying stock option plans, on April 2, 2012, the Company made a corresponding cash payment of approximately \$13.5 million on certain stock options, reduced the exercise price on certain other stock options by an equivalent per share amount and, in certain circumstances, both reduced the stock option exercise price and made a cash payment for amounts totaling \$3.00 per share. On April 2, 2012, the Company also accrued an estimated \$2.4 million for payments to be made as certain performance-based restricted stock grants vest. The dividend and related dividend equivalent payments were funded with the remaining proceeds from the 2012 Recapitalization and cash on hand. These anti-dilution payments were accounted for as modifications/settlements and were recorded as increases in total stockholders' deficit. As of December 30, 2012, total cash paid for common stock dividends and related anti-dilution equivalent payments was approximately \$185.5 million and the total estimated liability recorded for future cash dividend payments on certain performance-based restricted stock was approximately \$1.5 million. As of December 28, 2014, the total estimated liability recorded for future cash dividend payments on certain performance-based restricted stock was approximately \$0.6 million. Of the total amount of \$187.0 million recorded for common stock dividends and related anti-dilution payments in 2012, \$10.2 million was recorded as a reduction of additional paid-in capital and \$176.8 million was recorded as an increase in retained deficit.

DOMINO'S PIZZA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

During fiscal 2012 and in connection with the 2012 Recapitalization, the Company incurred approximately \$10.5 million of net expenses. This consisted primarily of \$8.1 million of net write-offs of deferred financing fees and the interest rate swap related to the extinguished debt. The Company also incurred \$2.1 million of interest expense on the 2007 Recapitalization borrowings subsequent to the closing of the 2012 Recapitalization but prior to the repayment of the 2007 Recapitalization borrowings, resulting in the payment of interest on both the 2007 and 2012 facilities for a short period of time. Further, the Company incurred \$0.3 million of other net 2012 Recapitalization-related general and administrative expenses, including stock compensation expenses, payroll taxes related to the payments made to certain stock option holders and legal and professional fees incurred in connection with the 2012 Recapitalization.

In connection with the 2012 Recapitalization, the Company recorded an additional \$32.5 million of deferred financing costs as an asset in the consolidated balance sheet during fiscal 2012. This amount, in addition to the \$7.4 million recorded on the consolidated balance sheet at January 1, 2012, is being amortized into interest expense over the seven-year expected term of the debt.

The Fixed Rate Notes and the Variable Funding Notes

The Fixed Rate Notes bear interest at 5.216% payable quarterly. The Fixed Rate Notes have scheduled principal amortization payments while the Variable Funding Notes require no scheduled principal amortization payments. The Fixed Rate Notes original scheduled principal amortization payments are \$29.5 million in 2015, \$37.4 million in 2016, \$39.4 million in each of 2017 and 2018, and \$9.8 million in 2019. During fiscal 2014, the Company made principal payments of approximately \$11.8 million. If the Company meets certain conditions, including maximum leverage ratios of less than or equal to 4.5x total debt to EBITDA, as defined in the related agreements, it ceases the scheduled principal amortization payments on the Fixed Rate Notes. If one of the defined leverage ratios subsequently exceeds 4.5x, it must make up the payments it had previously not made. During the second quarter of 2014, the Company met the maximum leverage ratios of less than 4.5x, and, in accordance with the debt agreements, ceased debt amortization payments in the third quarter of 2014. The Company continued to meet the maximum leverage ratios of less than 4.5x in the third and fourth quarters of 2014 and currently does not plan to make previously scheduled debt amortization payments as permitted in the debt agreements. The expected repayment date for the Fixed Rate Notes is January 2019, with legal final maturity in January 2042.

The Fixed Rate Notes and the Variable Funding Notes are guaranteed by four subsidiaries of DPLLC and secured by a security interest in substantially all of the assets of the Company, including royalty income from all domestic stores, domestic supply chain income, international income and intellectual property. The restrictions placed on the Company's subsidiaries require that the Company's interest obligations have first priority and amounts are segregated weekly to ensure appropriate funds are reserved to pay the quarterly interest amounts due. The amount of weekly cash flow that exceeds the required weekly interest reserve is generally remitted to the Company in the form of a dividend. However, once the interest obligations are satisfied, there are no further restrictions, including payment of dividends, on the cash flows of the subsidiaries.

The Fixed Rate Notes are subject to certain financial and non-financial covenants, including a debt service coverage ratio calculation, as defined in the related agreements. The covenants, among other things, limit the ability of certain of our subsidiaries to declare dividends, make loans or advances or enter into transactions with affiliates. In the event that certain covenants are not met, the Fixed Rate Notes may become partially or fully due and payable on an accelerated schedule. In addition, the Company may voluntarily prepay, in part or in full, the Fixed Rate Notes at any time, subject to certain make-whole interest obligations. All make-whole interest obligations cease after July 2017. Further, the Company may elect to prepay up to \$551.3 million of its Fixed Rate Notes at par and with no make-whole obligations on its quarterly payment date in October 2015 or on any quarterly payment date thereafter.



DOMINO'S PIZZA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

The Variable Funding Notes allowed for the issuance of up to \$100.0 million of financing and certain other credit instruments, including letters of credit in support of various obligations of the Company. Interest on a portion of any outstanding Variable Funding Note borrowings is payable quarterly at a rate equal to a commercial paper rate plus 350 basis points, with the remainder at LIBOR plus 350 basis points. The Variable Funding Notes have an expected maturity in January 2017, with an option for up to two one-year renewals (subject to certain conditions, including a minimum debt service coverage ratio), and a legal final maturity in January 2042. At December 28, 2014, there were \$44.1 million of outstanding letters of credit and \$55.9 million of borrowing capacity available under the \$100.0 million Variable Funding Notes.

At December 28, 2014, management estimates that the approximately \$1.522 billion in principal amount of outstanding Fixed Rate Notes had a fair value of approximately \$1.597 billion, and at December 29, 2013 the approximately \$1.534 billion in principal amount of Fixed Rate Notes had a fair value of approximately \$1.643 billion. The Fixed Rate Notes are classified as a Level 2 measurement (Note 3), as the Company estimated the fair value amount by using available market information. The Company obtained broker quotes from two 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 values calculated above.

Consolidated Long-Term Debt

At December 28, 2014 and December 29, 2013, consolidated long-term debt consisted of the following (in thousands):

	2014	2013
5.216% Class A-2 Notes; expected repayment date January 2019; legal final maturity January 2042	\$1,521,844	\$1,533,656
Variable Funding Notes	—	—
Capital lease obligations	2,267	2,787
Total debt	1,524,111	1,536,443
Less – current portion	565	24,144
Consolidated long-term debt	<u>\$1,523,546</u>	<u>\$1,512,299</u>

At December 28, 2014, maturities of long-term debt and capital lease obligations are as follows (in thousands):

2015	\$ 565
2016	615
2017	670
2018	417
2019	1,521,844
	<u>\$1,524,111</u>

DOMINO'S PIZZA, INC. AND SUBSIDIARIESNOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

## (5) COMMITMENTS AND CONTINGENCIES

Lease Commitments

As of December 28, 2014, the future minimum rental commitments for all non-cancelable leases are as follows (in thousands):

	Operating Leases	Capital Leases	Total
2015	\$ 38,621	\$ 675	\$ 39,296
2016	36,294	736	37,030
2017	32,365	736	33,101
2018	28,721	491	29,212
2019	22,289	—	22,289
Thereafter	45,706	—	45,706
Total future minimum rental commitments	<u>\$203,996</u>	<u>2,638</u>	<u>\$206,634</u>
Less – amounts representing interest		(371)	
Total principal payable on capital leases		<u>\$2,267</u>	

Legal Proceedings and Related Matters

The Company is a party to lawsuits, revenue agent reviews by taxing authorities and legal proceedings, of which the majority involve workers' compensation, employment practices liability, general liability and automobile and franchisee claims arising in the ordinary course of business. The Company records legal fees associated with loss contingencies when they are probable and reasonably estimable.

Litigation is subject to many uncertainties, and the outcome of individual litigated matters is not predictable with assurance. Included in the matters referenced above, the Company is party to three employment practice cases, six casualty cases and one patent case. We have established legal and insurance accruals for losses relating to these cases which we believe are reasonable based upon our assessment of the current facts and circumstances. However, it is reasonably possible that our ultimate losses could exceed the amounts recorded by \$4.0 million. The remaining cases referenced above could be decided unfavorably to us and could require us to pay damages or make other expenditures in amounts or a range of amounts that cannot be estimated with accuracy. In management's opinion, these matters, individually and in the aggregate, should not have a significant adverse effect on the financial condition of the Company, and the established accruals adequately provide for the estimated resolution of such claims.

Additionally, the Company was also named as a defendant in a lawsuit along with a large franchisee and the franchisee's delivery driver. During the third quarter of 2013, the jury delivered a \$32.0 million judgment for the plaintiff where the Company was found to be 60% liable. The Company denies liability and filed an appeal of the verdict on a variety of grounds. This case is covered under the Company's casualty insurance program, subject to a \$3.0 million deductible. The Company also has indemnity provisions in its franchise agreements.

## DOMINO'S PIZZA, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

## (6) INCOME TAXES

Income before provision for income taxes in 2014, 2013 and 2012 consists of the following (in thousands):

	2014	2013	2012
Domestic	\$250,730	\$217,468	\$180,270
Foreign	7,893	7,631	917
	<u>\$258,623</u>	<u>\$225,099</u>	<u>\$181,187</u>

The differences between the United States Federal statutory income tax provision (using the statutory rate of 35%) and the Company's consolidated provision for income taxes for 2014, 2013 and 2012 are summarized as follows (in thousands):

	2014	2013	2012
Federal income tax provision based on the statutory rate	\$ 90,518	\$ 78,785	\$ 63,415
State and local income taxes, net of related Federal income taxes	7,320	5,880	5,179
Non-resident withholding and foreign income taxes	15,032	13,923	12,860
Foreign tax and other tax credits	(17,397)	(16,423)	(14,678)
Non-deductible expenses, net	1,284	1,161	1,368
Valuation allowance	(369)	29	868
Unrecognized tax benefits, net of related Federal income taxes	(48)	232	80
Other	(304)	(1,473)	(297)
	<u>\$ 96,036</u>	<u>\$ 82,114</u>	<u>\$ 68,795</u>

The components of the 2014, 2013 and 2012 consolidated provision for income taxes are as follows (in thousands):

	2014	2013	2012
Provision for Federal income taxes –			
Current provision	\$70,958	\$54,115	\$45,110
Deferred provision (benefit)	(873)	5,280	3,264
Total provision for Federal income taxes	70,085	59,395	48,374
Provision for state and local income taxes –			
Current provision	10,178	8,021	6,632
Deferred provision	741	775	929
Total provision for state and local income taxes	10,919	8,796	7,561
Provision for non-resident withholding and foreign income taxes	15,032	13,923	12,860
	<u>\$96,036</u>	<u>\$82,114</u>	<u>\$68,795</u>

**DOMINO'S PIZZA, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(Continued)

As of December 28, 2014 and December 29, 2013, the significant components of net deferred income taxes are as follows (in thousands):

	2014	2013
Deferred Federal income tax assets –		
Insurance reserves	\$10,359	\$10,143
Equity compensation	11,697	12,586
Other accruals and reserves	12,161	11,606
Bad debt reserves	1,675	2,239
Valuation allowance	(456)	(799)
Other	5,082	4,579
Total deferred Federal income tax assets	<u>40,518</u>	<u>40,354</u>
Deferred Federal income tax liabilities –		
Depreciation, amortization and asset basis differences	899	1,772
Capitalized software	16,628	13,017
Gain on debt extinguishments	18,146	22,682
Other	576	—
Total deferred Federal income tax liabilities	<u>36,249</u>	<u>37,471</u>
Net deferred Federal income tax asset	4,269	2,883
Net deferred state and local income tax asset	2,475	3,167
Net deferred income taxes	<u>\$ 6,744</u>	<u>\$ 6,050</u>

As of December 28, 2014, the classification of net deferred income taxes is summarized as follows (in thousands):

	Current	Long-term	Total
Deferred tax assets	\$14,681	\$ 28,312	\$ 42,993
Deferred tax liabilities	(4,824)	(31,425)	(36,249)
Net deferred income taxes	<u>\$ 9,857</u>	<u>\$ (3,113)</u>	<u>\$ 6,744</u>

As of December 29, 2013, the classification of net deferred income taxes is summarized as follows (in thousands):

	Current	Long-term	Total
Deferred tax assets	\$15,246	\$ 28,275	\$ 43,521
Deferred tax liabilities	(4,536)	(32,935)	(37,471)
Net deferred income taxes	<u>\$10,710</u>	<u>\$ (4,660)</u>	<u>\$ 6,050</u>

DOMINO'S PIZZA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

Realization of the Company's deferred tax assets is dependent upon many factors, including, but not limited to, the Company's ability to generate sufficient taxable income. Although realization of the Company's net deferred tax assets is not assured, management believes it is more likely than not that the net deferred tax assets will be realized. On an ongoing basis, management will assess whether it remains more likely than not that the net deferred tax assets will be realized.

For financial reporting purposes the Company's investment in foreign subsidiaries does not exceed its tax basis. Therefore no deferred income taxes have been provided.

The Company recognizes the financial statement benefit of a tax position if it is more likely than not that the position is sustainable, based solely on its technical merits and consideration of the relevant taxing authority's widely understood administrative practices and precedents. For tax positions meeting the "more likely than not" threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority. The Company recognizes accrued interest related to unrecognized tax benefits in interest expense and penalties in income tax expense.

During 2012, the Company recorded a tax benefit of approximately \$0.7 million to reflect an increased tax basis for certain Company assets due to the issuance of final tax regulations. Additionally, during 2012 and in connection with the sale of its six remaining Company-owned stores in a certain market to a franchisee, the Company recorded a deferred tax asset related to the capital loss that resulted from the write-off of the tax basis goodwill associated with the market that was sold. Management believes it is more likely than not that a portion of the deferred tax asset will not be realized and provided a valuation allowance of approximately \$0.9 million. The valuation allowance was recorded as an increase to the provision for income taxes and increased the Company's 2012 effective tax rate. On an ongoing basis, management will assess whether it remains more likely than not that the net deferred tax asset will be realized.

During 2012, the Company accrued interest expense of \$0.1 million. At December 30, 2012, the amount of unrecognized tax benefits was \$3.5 million of which, if ultimately recognized, \$2.1 million would be recognized as an income tax benefit and reduce the Company's effective tax rate. At December 30, 2012, the Company had \$0.5 million of accrued interest and no accrued penalties. This amount is excluded from the \$3.5 million total unrecognized tax benefit.

During 2013, the Company accrued interest expense of \$0.1 million. At December 29, 2013, the amount of unrecognized tax benefits was \$3.6 million of which, if ultimately recognized, \$2.1 million would be recognized as an income tax benefit and reduce the Company's effective tax rate. At December 29, 2013, the Company had \$0.6 million of accrued interest and no accrued penalties. This amount is excluded from the \$3.6 million total unrecognized tax benefit.

During 2014 and in connection with the sale of 14 Company-owned stores to franchisees, the Company recognized a capital gain and also released \$0.3 million of a deferred tax valuation allowance.

During 2014, the Company accrued interest expense of \$0.1 million. At December 28, 2014, the amount of unrecognized tax benefits was \$2.9 million of which, if ultimately recognized, \$1.7 million would be recognized as an income tax benefit and reduce the Company's effective tax rate. At December 28, 2014, the Company had \$0.7 million of accrued interest and no accrued penalties. This amount is excluded from the \$2.9 million total unrecognized tax benefit.

During the next twelve months, it is reasonably possible that, as a result of the expiration of the statute of limitations in multiple jurisdictions, the Company may decrease the amount of its gross unrecognized tax benefits by approximately \$0.9 million, of which, if recognized, \$0.1 million would affect the Company's effective tax rate. The gross unrecognized tax benefits subject to potential decrease involve issues related to various tax items in multiple jurisdictions.

DOMINO'S PIZZA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows (in thousands):

Balance as of January 1, 2012	\$3,487
Additions for tax positions of current year	239
Additions for tax positions of prior years	373
Reductions in tax positions from prior years for:	
Changes in prior year tax positions	(111)
Settlements during the period	(11)
Lapses of applicable statute of limitations	(505)
Balance as of December 30, 2012	3,472
Additions for tax positions of current year	337
Additions for tax positions of prior years	398
Reductions in tax positions from prior years for:	
Changes in prior year tax positions	(157)
Settlements during the period	(133)
Lapses of applicable statute of limitations	(344)
Balance as of December 29, 2013	3,573
Additions for tax positions of current year	211
Additions for tax positions of prior years	173
Reductions in tax positions from prior years for:	
Changes in prior year tax positions	(605)
Settlements during the period	(55)
Lapses of applicable statute of limitations	(358)
Balance as of December 28, 2014	<u>\$2,939</u>

The Company continues to be under examination by certain states. The Company's Federal statute of limitation has expired for years prior to 2011 and the relevant state statutes vary. The Company expects the current ongoing examinations to be concluded in the next twelve months and does not expect the assessment of any significant additional amounts in excess of amounts reserved.

(7) EMPLOYEE BENEFITS

The Company has a retirement savings plan which qualifies under Internal Revenue Code Section 401(k). All employees of the Company who have completed 1,000 hours of service and are at least 21 years of age are eligible to participate in the plan. The plan requires the Company to match 100% of the first 3% of each employee's elective deferrals and 50% of the next 2% of each employee's elective deferrals. During 2014, 2013 and 2012, the Company's matching contributions were made in the form of cash and vested immediately. The expenses incurred for Company contributions to the plan were approximately \$4.1 million in 2014, \$3.9 million in 2013 and \$3.8 million in 2012.

The Company has established a non-qualified deferred compensation plan available for certain key employees. Under this self-funding plan, the participants may defer up to 40% of their annual compensation. The participants direct the investment of their deferred compensation within several investment funds. The Company is not required to contribute and did not contribute to this plan during 2014, 2013 or 2012.

DOMINO'S PIZZA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

The Company has an employee stock purchase discount plan (the ESPDP). Under the ESPDP, eligible employees may deduct up to 15% of their eligible wages to purchase common stock at 85% of the market price of the stock at the purchase date. The ESPDP requires employees to hold their purchased common stock for at least one year. The Company purchases common stock on the open market for the ESPDP at the current market price. There were 25,224 shares, 27,404 shares and 37,769 shares of common stock in 2014, 2013 and 2012, respectively, purchased on the open market for participating employees at a weighted-average price of \$74.89 in 2014, \$55.24 in 2013 and \$34.60 in 2012. The expenses incurred under the ESPDP were approximately \$0.3 million in 2014 and \$0.2 million in both 2013 and 2012.

(8) FINANCIAL INSTRUMENTS WITH OFF-BALANCE SHEET RISK

The Company is a party to stand-by letters of credit. The Company's exposure to credit loss for stand-by letters of credit is represented by the contractual amounts of these instruments. The Company uses the same credit policies in making conditional obligations as it does for on-balance sheet instruments. Total conditional commitments under letters of credit as of December 28, 2014 are \$44.1 million, and relate to the Company's insurance programs and supply chain center leases. As of December 28, 2014, significantly all of the Company's stand-by letters of credit were collateralized with cash, which is classified as restricted cash. The Company has also guaranteed lease payments related to certain franchisees' lease arrangements. The maximum amount of potential future payments under these guarantees is \$2.2 million as of December 28, 2014.

(9) EQUITY INCENTIVE PLANS

The cost of all employee stock options, as well as other equity-based compensation arrangements, is reflected in the consolidated statements of income based on the estimated fair value of the awards.

The Company's current equity incentive plan benefits certain of the Company's employees and directors and is named the Domino's Pizza, Inc. 2004 Equity Incentive Plan (the 2004 Equity Incentive Plan). As of December 28, 2014, the maximum number of shares that may be granted under the 2004 Equity Incentive Plan is 15,600,000 shares of voting common stock of which 3,382,073 shares were authorized for grant but have not been granted.

The Company recorded total non-cash compensation expense of \$17.6 million, \$22.0 million and \$17.6 million in 2014, 2013 and 2012, respectively, which reduced net income by \$11.1 million, \$14.0 million and \$10.9 million in 2014, 2013 and 2012, respectively. All non-cash compensation expense amounts are recorded in general and administrative expense.

Stock Options

As of December 28, 2014, the number of stock options granted and outstanding under the 2004 Equity Incentive Plan was 3,590,115 options. Stock options granted under the 2004 Equity Incentive Plan and a predecessor plan prior to fiscal 2009 were generally granted with an exercise price equal to the market price at the date of the grant, expired 10 years from the date of grant and vested over five years from the date of grant. Stock options granted from fiscal 2009 to fiscal 2012 were granted with an exercise price equal to the market price at the date of the grant, expire 10 years from the date of grant and generally vest over three years from the date of grant. Stock options granted in fiscal 2013 and fiscal 2014 were granted with an exercise price equal to the market price at the date of the grant, expire 10 years from the date of grant and generally vest over four years from the date of grant. Additionally, all stock options granted become fully exercisable upon vesting.

DOMINO'S PIZZA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

As part of the 2012 Recapitalization and pursuant to the anti-dilution provisions in the 2004 Equity Incentive Plan, the Company made cash payments totaling approximately \$13.5 million on certain stock options, reduced the exercise price on certain other stock options by an equivalent per share amount and, in certain circumstances, both reduced the stock option exercise price and made a cash payment totaling \$3.00 per share. In accordance with the equity restructuring guidance, these anti-dilution payments were accounted for as modifications/settlements and were recorded as increases in total stockholders' deficit. Affected stock option exercise prices presented below have been adjusted to reflect these 2012 Recapitalization-related actions.

Stock option activity related to the 2004 Equity Incentive Plan is summarized as follows:

	Common Stock Options			Aggregate Intrinsic Value (In thousands)
	Outstanding	Weighted Average Exercise Price	Weighted Average Remaining Life (Years)	
Stock options at January 1, 2012	5,443,691	\$ 10.78		
Stock options granted	215,670	32.28		
Stock options cancelled	(58,153)	11.91		
Stock options exercised	(938,669)	9.55		
Stock options at December 30, 2012	4,662,539	\$ 11.50		
Stock options granted	591,490	50.83		
Stock options cancelled	(8,500)	7.63		
Stock options exercised	(928,464)	10.22		
Stock options at December 29, 2013	4,317,065	\$ 17.17		
Stock options granted	222,060	72.30		
Stock options cancelled	(9,670)	54.56		
Stock options exercised	(939,340)	9.56		
Stock options at December 28, 2014	<u>3,590,115</u>	<u>\$ 22.47</u>	<u>5.3</u>	<u>\$ 262,006</u>
Exercisable at December 28, 2014	<u>2,881,874</u>	<u>\$ 14.28</u>	<u>4.5</u>	<u>\$ 233,930</u>

The total intrinsic value of stock options exercised was approximately \$68.1 million, \$46.0 million and \$27.5 million in 2014, 2013 and 2012, respectively. Cash received from the exercise of stock options was approximately \$9.0 million, \$9.5 million and \$8.9 million in 2014, 2013 and 2012, respectively. The tax benefit realized from stock options exercised was approximately \$23.6 million, \$15.5 million and \$8.7 million in 2014, 2013 and 2012, respectively.

The Company recorded total non-cash compensation expense of \$4.4 million, \$6.9 million and \$5.3 million in 2014, 2013 and 2012, respectively, related to stock option awards. As of December 28, 2014, there was \$6.8 million of total unrecognized compensation cost related to unvested stock options granted under the 2004 Equity Incentive Plan which generally will be recognized on a straight-line basis over the related vesting period. This unrecognized compensation cost is expected to be recognized over a weighted average period of 2.9 years.



**DOMINO'S PIZZA, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

(Continued)

Management estimated the fair value of each option grant made during 2014, 2013 and 2012 as of the date of the grant using the Black-Scholes option pricing method. Weighted average assumptions are presented in the following table. The risk-free interest rate is based on the estimated effective life, and is estimated based on U.S. Treasury Bond rates as of the grant date. The expected life (years) is based on several factors, including, among other things, the vesting term and contractual term as well as historical experience. The expected volatility is based principally on the historical volatility of the Company's share price.

	<u>2014</u>	<u>2013</u>	<u>2012</u>
Risk-free interest rate	1.8%	1.1%	1.0%
Expected life (years)	5.5	5.5	5.0
Expected volatility	33.7%	38.7%	45.0%
Expected dividend yield	1.4%	1.6%	0.0%
<b>Weighted average fair value per option</b>	<b>\$21.16</b>	<b>\$15.84</b>	<b>\$13.70</b>

Option valuation models require the input of highly subjective assumptions. In management's opinion, existing models do not necessarily provide a reliable single measure of the fair value of the Company's stock options, as changes in subjective input assumptions can significantly affect the fair value estimate.

**Other Equity-Based Compensation Arrangements**

The Company granted 10,640 shares, 24,540 shares and 22,420 shares of restricted stock in 2014, 2013 and 2012, respectively, to members of its board of directors. These grants generally vest one-year from the date of the grant and have a fair value equal to the market price of the Company's stock on the grant date. The Company recorded total non-cash compensation expense of \$0.8 million, \$1.0 million and \$0.8 million in 2014, 2013 and 2012, respectively, related to these restricted stock awards. All non-cash compensation expense amounts are recorded in general and administrative expense. As of December 28, 2014, there was approximately \$0.1 million of total unrecognized compensation cost related to these restricted stock grants.

The Company granted 119,670 shares, 312,330 shares and 282,170 shares of performance-based restricted stock in 2014, 2013 and 2012, respectively, to certain employees of the Company. The performance-based restricted stock awards granted in 2012 are separated into three tranches and have time-based and performance-based vesting conditions with the last tranche vesting three years from the issuance date. The performance-based restricted stock awards granted in 2013 and 2014 are separated into four tranches and have time-based and performance-based vesting conditions with the last tranche vesting four years from the issuance date. These awards also contain provisions for accelerated vesting upon the retirement of holders that have achieved specific service and age requirements. These awards are considered granted for accounting purposes when the performance target is set, which is generally in the fourth quarter of each year. The Company recorded total non-cash compensation expense of \$12.4 million, \$14.1 million and \$11.5 million in 2014, 2013 and 2012, respectively, related to these awards. All non-cash compensation expense amounts are recorded in general and administrative expense. As of December 28, 2014, there was an estimated \$24.4 million of total unrecognized compensation cost related to performance-based restricted stock.

**DOMINO'S PIZZA, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(Continued)

Restricted stock and performance-based restricted stock activity related to the 2004 Equity Incentive Plan is summarized as follows:

	<u>Shares</u>	<u>Weighted Average Grant Date Fair Value</u>
Nonvested at December 29, 2013	627,176	\$ 23.41
Shares granted (1)	130,310	\$ 72.56
Shares cancelled	(23,189)	\$ 49.78
Shares vested	<u>(303,530)</u>	<u>\$ 35.40</u>
Nonvested at December 28, 2014	<u>430,767</u>	<u>\$ 54.79</u>

(1) The weighted average grant date fair value for performance-based restricted shares granted was calculated based on the market price on the grant dates. Certain tranches will ultimately be valued when the performance condition is established for each tranche, which generally occurs in the fourth quarter of each fiscal year.

(10) CAPITAL STRUCTURE

The Company has a Board of Directors-approved open market share repurchase program of the Company's common stock, which was reset during the first quarter of 2014 at \$200.0 million. The open market share repurchase program has historically been funded by excess cash flow. During 2014, 2013 and 2012 the Company repurchased 1,151,931 shares, 1,666,435 shares and 2,472,863 shares of common stock for approximately \$82.4 million, \$97.1 million and \$88.2 million, respectively. At December 28, 2014, the Company had approximately \$132.7 million remaining under the \$200.0 million authorization. The Company's policy is to recognize the difference between the purchase price and par value of the common stock in additional paid-in capital. In instances where there is no additional paid-in capital, the difference is recognized in retained deficit.

As of December 28, 2014, authorized common stock consists of 160,000,000 voting shares and 10,000,000 non-voting shares. The share components of outstanding common stock at December 28, 2014 and December 29, 2013 are as follows:

	<u>2014</u>	<u>2013</u>
Voting	55,535,395	55,750,918
Non-Voting	17,754	17,754
Total Common Stock	<u>55,553,149</u>	<u>55,768,672</u>

**DOMINO'S PIZZA, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

(Continued)

(11) SEGMENT INFORMATION

The Company has three reportable segments: (i) Domestic Stores; (ii) Supply Chain; and (iii) International Franchise.

In the fourth quarter of 2014 several organizational changes were made within the Company's management structure, with one of the changes impacting the management of our supply chain operations. As a result, management determined that our previous domestic supply chain segment and the international supply chain operations division of our previous international segment should be combined into a new global supply chain segment. As a result, we now report the following three business segments: Domestic Stores, Supply Chain and international franchise. While the consolidated results of the Company have not been impacted by this change in our reportable segments, we have restated our historical segment information in order to provide readers of our financial statements a consistent presentation.

The Company's operations are organized by management on the combined basis of line of business and geography. The Domestic Stores segment includes operations with respect to all franchised and Company-owned stores throughout the contiguous United States. The Supply Chain segment primarily includes the distribution of food, equipment and supplies to stores from the Company's regional supply chain centers and its supply chain center operations in Canada, Alaska and Hawaii. The International Franchise segment primarily includes operations related to the Company's franchising business in foreign and non-contiguous United States markets.

The accounting policies of the reportable segments are the same as those described in Note 1. The Company evaluates the performance of its segments and allocates resources to them based on earnings before interest, taxes, depreciation, amortization and other, referred to as Segment Income.

The tables below summarize the financial information concerning the Company's reportable segments for 2014, 2013 and 2012. Intersegment Revenues are comprised of sales of food, equipment and supplies from the Supply Chain segment to the Company-owned stores in the Domestic Stores segment. Intersegment sales prices are market based. The "Other" column as it relates to Segment Income and income from operations information below primarily includes corporate administrative costs. The "Other" column as it relates to capital expenditures primarily includes capitalized software, certain equipment and leasehold improvements. Tabular amounts presented below are in thousands.

	Domestic Stores	Supply Chain	International Franchise	Intersegment Revenues	Other	Total
<b>Revenues-</b>						
2014	\$578,689	\$1,367,269	\$ 152,621	\$(104,746)	—	\$1,993,833
2013	549,783	1,215,573	133,567	(96,700)	—	1,802,223
2012	518,652	1,131,156	119,957	(91,326)	—	1,678,439
<b>Segment Income-</b>						
2014	\$202,794	\$ 111,593	\$ 122,497	N/A	\$(39,255)	\$ 397,629
2013	188,180	103,258	108,615	N/A	(38,105)	361,948
2012	176,042	91,624	95,265	N/A	(39,016)	323,915
<b>Income from Operations-</b>						
2014	\$196,860	\$ 102,409	\$ 122,626	N/A	\$(76,534)	\$ 345,361
2013	181,995	94,665	108,704	N/A	(71,553)	313,811
2012	169,922	83,289	95,838	N/A	(66,718)	282,331
<b>Capital Expenditures-</b>						
2014	\$ 15,614	\$ 15,451	\$ 63	N/A	\$ 40,662	\$ 71,790
2013	9,884	10,900	65	N/A	19,538	40,387
2012	7,357	9,130	128	N/A	12,652	29,267

## DOMINO'S PIZZA, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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The following table reconciles total Segment Income to income before provision for income taxes:

	2014	2013	2012
Total Segment Income	\$397,629	\$361,948	\$ 323,915
Depreciation and amortization	(35,788)	(25,783)	(23,171)
Gains (losses) on sale/disposal of assets	1,107	(367)	(540)
Non-cash compensation expense	(17,587)	(21,987)	(17,621)
2012 recapitalization-related expenses	—	—	(252)
Income from operations	345,361	313,811	282,331
Interest income	143	160	304
Interest expense	(86,881)	(88,872)	(101,448)
Income before provision for income taxes	\$258,623	\$225,099	\$ 181,187

The following table summarizes the Company's identifiable asset information as of December 28, 2014 and December 29, 2013:

	2014	2013
Domestic Stores	\$ 61,759	\$ 57,879
Domestic supply chain	146,394	140,020
Total domestic assets	208,153	197,899
International Franchise	17,897	29,146
International supply chain	18,409	11,677
Total international assets	36,306	40,823
Unallocated	374,821	286,533
Total consolidated assets	\$619,280	\$525,255

Unallocated assets primarily include cash and cash equivalents, restricted cash, advertising fund assets, investments in marketable securities, deferred financing costs, certain long-lived assets and deferred income taxes.

The following table summarizes the Company's goodwill balance as of December 28, 2014 and December 29, 2013:

	2014	2013
Domestic Stores	\$15,230	\$15,531
Supply Chain	1,067	1,067
Consolidated goodwill	\$16,297	\$16,598

Goodwill was reduced by approximately \$0.5 million in 2014 in connection with the sale of 14 Company-owned stores to a domestic franchisee. Additionally, one Company-owned store was purchased from a franchisee during 2014, resulting in a \$0.2 million increase in goodwill.

DOMINO'S PIZZA, INC. AND SUBSIDIARIESNOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

## (12) SALE AND CLOSURE OF COMPANY-OWNED STORES

During 2014, the Company sold 14 Company-owned stores to a franchisee. In connection with the sale of the 14 stores, the Company recorded a \$1.7 million pre-tax gain on the sale of the related assets, which was net of a \$0.5 million reduction in goodwill. The gain was recorded in general and administrative expense in the Company's consolidated statements of income.

During 2013, the Company did not sell or close any of its Company-owned stores.

During 2012, the Company sold its six remaining Company-owned stores in a certain market to a franchisee. In connection with the sale of these stores, the Company recognized minimal pre-tax gains on the sale of assets, which was net of a minimal reduction in goodwill.

## (13) PERIODIC FINANCIAL DATA (UNAUDITED; IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

The Company's convention with respect to reporting periodic financial data is such that each of the first three fiscal quarters consists of twelve weeks while the last fiscal quarter consists of sixteen weeks or seventeen weeks. The fourth quarter of 2014 and 2013 are both comprised of sixteen weeks.

	For the Fiscal Quarter Ended				For the Fiscal
	March 23, 2014	June 15, 2014	September 7, 2014	December 28, 2014	Year Ended December 28, 2014
Total revenues	\$ 453,852	\$ 450,463	\$ 446,568	\$ 642,950	\$ 1,993,833
Operating margin	137,042	134,645	133,514	189,565	594,766
Income before provision for income taxes	63,880	61,539	56,989	76,215	258,623
Net income	40,474	38,462	35,618	48,033	162,587
Earnings per common share – basic	\$ 0.73	\$ 0.70	\$ 0.65	\$ 0.88	\$ 2.96
Earnings per common share – diluted	\$ 0.71	\$ 0.67	\$ 0.63	\$ 0.85	\$ 2.86
Common stock dividends declared per share	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 1.00

DOMINO'S PIZZA, INC. AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Continued)

	For the Fiscal Quarter Ended				For the Fiscal
	March 24, 2013	June 16, 2013	September 8, 2013	December 29, 2013	Year Ended December 29, 2013
Total revenues	\$417,617	\$414,009	\$ 404,050	\$ 566,547	\$1,802,223
Operating margin	129,806	125,987	120,634	172,547	548,974
Income before provision for income taxes	54,622	53,445	46,453	70,579	225,099
Net income	34,420	33,270	30,632	44,663	142,985
Earnings per common share – basic	\$ 0.62	\$ 0.60	\$ 0.56	\$ 0.81	\$ 2.58
Earnings per common share – diluted	\$ 0.59	\$ 0.57	\$ 0.53	\$ 0.78	\$ 2.48
Common stock dividends declared per share	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.80

(14) SUBSEQUENT EVENTS

On February 11, 2015, the Company granted 70,910 stock options, 7,500 restricted shares and 21,030 performance-based restricted shares to certain employees and the members of the Board of Directors of the Company. Additionally, on February 11, 2015, the Board of Directors declared a quarterly dividend of \$0.31 per common share payable on March 30, 2015 to shareholders of record at the close of business on March 13, 2015.

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### **Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.**

None.

### **Item 9A. Controls and Procedures.**

#### (a) Evaluation of Disclosure Controls and Procedures.

The Company carried out an evaluation as of the end of the period covered by this report, under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures pursuant to Rules 13a-15 and 15d-15 of the Securities Exchange Act of 1934, as amended (the Exchange Act). Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures are effective in ensuring that all information required in the reports it files or submits under the Exchange Act was accumulated and communicated to the Company's management, including its Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure and was recorded, processed, summarized and reported within the time period required by the rules and regulations of the Securities and Exchange Commission.

#### (b) Changes in Internal Control over Financial Reporting.

There have been no changes in internal control over financial reporting that occurred during the last fiscal quarter that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

#### (c) Management's Annual Report on Internal Control over Financial Reporting.

The management of Domino's Pizza, Inc. is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) promulgated under the Exchange Act, as a process designed by, or under the supervision of, the Company's principal executive and principal financial officers and effected by the Company's board of directors, management and other personnel, 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. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. Under the supervision and with the participation of the Company's management, including its Chief Executive Officer and Chief Financial Officer, the Company conducted an evaluation of the effectiveness of its internal control over financial reporting as of December 28, 2014 based on the framework in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on that evaluation, management concluded that its internal control over financial reporting was effective as of December 28, 2014. The effectiveness of the Company's internal control over financial reporting as of December 28, 2014, has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears herein.

### **Item 9B. Other Information.**

None.

**Part III****Item 10. Directors, Executive Officers and Corporate Governance.**

The following table sets forth information about our executive officers and directors.

<u>Name</u>	<u>Age</u>	<u>Position</u>
David A. Brandon	62	Chairman of the Board of Directors
J. Patrick Doyle	51	President, Chief Executive Officer and Director
Michael T. Lawton	56	Chief Financial Officer and Executive Vice President, Supply Chain Services
Richard E. Allison, Jr.	48	President, International
Sherri L. Enright	51	Executive Vice President, PeopleFirst
Stanley J. Gage	48	Executive Vice President, Team USA
Scott R. Hinshaw	52	Executive Vice President, Franchise Operations and Development
Lynn M. Liddle	58	Executive Vice President, Communications, Investor Relations, Legislative Affairs
Kenneth B. Rollin	48	Executive Vice President, General Counsel
James G. Stansik	59	Executive Vice President, Franchise Relations
J. Kevin Vasconi	54	Executive Vice President, Chief Information Officer
Russell J. Weiner	46	Chief Marketing Officer and President, Domino's USA
Andrew B. Balson	48	Director
Diana F. Cantor	57	Director
Richard L. Federico	60	Director
James A. Goldman	56	Director
Vernon "Bud" O. Hamilton	72	Director
Gregory A. Trojan	55	Director

**David A. Brandon** has served as our Chairman of the Board of Directors since March 1999. Mr. Brandon served as Chairman of the Board and Chief Executive Officer from March 1999 to March 2010. Mr. Brandon was retained by the Company as a Special Advisor from March 2010 to January 2011. Mr. Brandon was President and Chief Executive Officer of Valassis, Inc., a company in the sales promotion and coupon industries, from 1989 to 1998 and Chairman of the Board of Directors of Valassis, Inc. from 1997 to 1998. Mr. Brandon served as the Director of Athletics for the University of Michigan from January 2010 to November 2014. Mr. Brandon serves on the Boards of Directors of Herman Miller Inc. and DTE Energy and also previously served on the Boards of Directors of Burger King Corporation, Kaydon Corporation, Northwest Airlines and the TJX Companies, Inc.

**J. Patrick Doyle** has served as our President and Chief Executive Officer since March 2010 and was appointed to the Board of Directors in February 2010. Mr. Doyle served as President, Domino's USA from September 2007 to March 2010, Executive Vice President, Team USA from 2004 to 2007, Executive Vice President of International from May 1999 to October 2004 and as interim Executive Vice President of Build the Brand from December 2000 to July 2001. Mr. Doyle served as Senior Vice President of Marketing from the time he joined Domino's in 1997 until May 1999. Mr. Doyle serves on the Board of Directors of Best Buy Co., Inc. and also previously served on the Boards of Directors of G&K Services, Inc.

**Michael T. Lawton** has served as our Chief Financial Officer since August 2010. Since October 2014, Mr. Lawton has also served as our Executive Vice President, Supply Chain Services. He also served as our interim Chief Information Officer from October 2011 to March 2012. Mr. Lawton served as Executive Vice President of International from October 2004 to March 2011. Mr. Lawton also served as Senior Vice President Finance and Administration of International for the Company from June 1999 to October 2004. Mr. Lawton was employed in various financial and general management positions with Gerber Products Company from 1986 to 1999. Mr. Lawton serves on the Board of Directors of La-Z-Boy, Inc.

**Richard E. Allison, Jr.** has served as our President, International since October 2014. Mr. Allison served as Executive Vice President, International from March 2011 to October 2014. Mr. Allison served as a Partner at Bain & Company, Inc. from 2004 through December 2010, as co-leader of Bain's restaurant practice and was employed with Bain & Company for more than 13 years.

**Sherri L. Enright** has served as our Executive Vice President, PeopleFirst since August 2013. Ms. Enright served as Director of Human Resources and Facilities for BlueCross BlueShield of Kansas from April 2013 to June 2013. From 2000 to 2012, Ms. Enright was employed by BlueCross and BlueShield of Kansas City and served in positions of increasing responsibility, most recently as its Senior Vice President of Administrative Services and Chief Human Resources Officer.



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**Stanley J. Gage** has served as our Executive Vice President, Team USA (which represents our Company-owned store division) since August 2014. Prior to his appointment, Mr. Gage served as Vice President of the Americas Region and International Training since October 2012 and as Vice President of Operations Training and Support from 2008 through October 2012. Mr. Gage joined Domino's Pizza in 1985.

**Scott R. Hinshaw** has served as our Executive Vice President, Franchise Operations and Development since January 2008. Mr. Hinshaw served as Executive Vice President, Team USA from September 2007 to January 2008. Mr. Hinshaw also served as a Vice President within Team USA from 1994 through September 2007. Mr. Hinshaw joined Domino's in 1986.

**Lynn M. Liddle** joined Domino's in November 2002, and serves as Executive Vice President, Communications, Investor Relations and Legislative Affairs. Ms. Liddle served as Vice President, Investor Relations and Communications Center for Valassis, Inc. from 1992 to November 2002.

**Kenneth B. Rollin** has served as our Executive Vice President, General Counsel since January 2008. From June 2000 through 2007, Mr. Rollin was employed by AutoNation, Inc. where he last served as Vice President and Deputy General Counsel. From 1996 to June 2000, Mr. Rollin was employed by Walgreen Co. where he last served as a Senior Attorney in charge of litigation. Prior to 1996, Mr. Rollin was in private practice.

**James G. Stansik** has served as our Executive Vice President, Franchise Relations since January 2008. Mr. Stansik served as our Executive Vice President of Franchise Development from July 2006 through January 2008. Mr. Stansik served as our Executive Vice President of Flawless Execution – Franchise Operations from December 2003 to July 2006. Mr. Stansik served as Special Assistant to the Chief Executive Officer from August 1999 through December 2003. Mr. Stansik joined Domino's in 1985.

**J. Kevin Vasconi** has served as our Executive Vice President and Chief Information Officer since March 2012. Mr. Vasconi served as Chief Information Officer and Vice President of Engineering at Stanley Black & Decker – Stanley Security Solutions from 2011 to March 2012. Prior to his role at Stanley Security Solutions, Mr. Vasconi served in a variety of roles at R.L. Polk & Co. from 2003 to 2011, most recently as Senior Vice President and Chief Information Officer of Polk Global Automotive.

**Russell J. Weiner** has served as our Chief Marketing Officer and President, Domino's USA (which represents our domestic franchised and Company-owned store operations, in addition to U.S. marketing) since October 2014. Mr. Weiner served as Executive Vice President and Chief Marketing Officer, from September 2008 to October 2014. Mr. Weiner held various marketing positions at PepsiCo, Inc. from 1998 to 2008, most recently serving as Vice President of Marketing, Colas for Pepsi-Cola North America.

**Andrew B. Balson** has served on our Board of Directors since March 1999, serves as the Chairperson of the Compensation Committee of the Board of Directors and also serves on the Nominating and Corporate Governance Committee of the Board of Directors. Mr. Balson was a Managing Director at Bain Capital, a global investment company, from 2001 to 2013. Mr. Balson became a Principal of Bain Capital in June 1998. Mr. Balson serves on the Boards of Directors of Bloomin' Brands, Inc., Skylark Co., Ltd. and FleetCor Technologies, Inc. as well as a number of private companies. Mr. Balson also previously served on the Boards of Directors of Burger King Corporation and Dunkin' Brands, Inc.

**Diana F. Cantor** has served on our Board of Directors since October 2005, serves as the Chairperson of the Audit Committee of the Board of Directors and also serves on the Nominating and Corporate Governance Committee of the Board of Directors. Ms. Cantor joined Alternative Investment Management, LLC as a Partner in January 2010 and is the Chairman of the Virginia Retirement System, where she also serves on the Audit and Compliance Committee. Ms. Cantor was a Managing Director with New York Private Bank and Trust from January 2008 through the end of 2009. Ms. Cantor served as Executive Director of the Virginia College Savings Plan, the state's 529 college savings program, from 1996 to January 2008. Ms. Cantor served seven years as Vice President of Richmond Resources, Ltd. from 1990 through 1996, and as Vice President of Goldman, Sachs & Co. from 1985 to 1990. Ms. Cantor is also a member of the Board of Directors of Media General, Inc. Universal Corporation, Revlon, Inc. and Knowledge Universe – US. Ms. Cantor also previously served on the Boards of Directors of the Edelman Financial Group Inc., Vistage International and Service King Body and Paint LLC.

**Richard L. Federico** has served on our Board of Directors since February 2011 and also serves on the Compensation Committee of the Board of Directors. Mr. Federico is currently Chairman and Chief Executive Officer of P.F. Chang's China Bistro, Inc., based in Scottsdale, Arizona and has served as Chief Executive Officer or Co-Chief Executive Officer of P.F. Chang's since 1997. Mr. Federico serves on the Board of Directors of Jamba Inc. Mr. Federico is a founding director of Chances for Children.

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**James A. Goldman** has served on our Board of Directors since March 2010 and also serves on the Compensation Committee of the Board of Directors. Mr. Goldman served as President and CEO and Board member of Godiva Chocolatier Inc., based in New York City from 2004 to 2014. He was President of the Foods and Beverage Division at Campbell Soup Company from 2001 to 2004. He worked in various executive positions at Nabisco Inc. from 1992 to 2000. Prior to his work at Nabisco Inc., Mr. Goldman was a senior consulting associate at McKinsey & Co. Mr. Goldman served as a member of the Board of Directors at The Children's Place Retail from 2006 to 2008, on the Compensation Committee. Mr. Goldman is currently on the Board of Trustees of Save the Children in Fairfield, CT, the Board of Directors of the International Tennis Hall of Fame in Newport, Rhode Island and the Advisory Board of Feed Projects in New York, NY. He also served on the Board of Trustees at the YMCA Camps Becket and Chimney Corners in Becket, Massachusetts, from 1992 to 1998.

**Vernon "Bud" O. Hamilton** has served on our Board of Directors since May 2005, serves as the Chairperson of the Nominating and Corporate Governance Committee of the Board of Directors and also serves on the Audit Committee. Mr. Hamilton served in various executive positions for Procter & Gamble from 1966 through 2003. Mr. Hamilton most recently served as Vice President, Innovation-Research & Development-Global from 2002 through 2003 and served as Vice President of Procter & Gamble Customer Business Development-North America from 1999 to 2001, Vice President of Procter & Gamble Customer Marketing-North America from 1996 through 1998 and President of Eurocos, a wholly-owned subsidiary of Procter & Gamble, from 1994 to 1995.

**Gregory A. Trojan** has served on our Board of Directors since March 2010 and also serves on the Audit Committee of the Board of Directors. Mr. Trojan is currently the CEO and President of BJ's Restaurants, Inc., a casual dining restaurant company located in Huntington Beach, California. He was elected to the BJ's Board of Directors in December 2012. Prior to joining BJ's, he was the CEO of Guitar Center, Inc. from 2010 through 2012, where he served as President and Chief Operating Officer from 2007 to 2010. From 1998 to 2006, he was CEO of House of Blues Entertainment, Inc., having served as the Company's President from 1996 to 1998. Mr. Trojan worked in various executive positions at PepsiCo Inc. from 1990 to 1996, most recently as CEO of California Pizza Kitchen. Prior to that, he was a consultant at Bain & Company, The Wharton Small Business Development Center and Arthur Andersen & Co. In addition, he previously served on the Board of Directors of Oakley, Inc.

The remaining information required by this item is incorporated by reference from Domino's Pizza, Inc.'s definitive proxy statement, which will be filed within 120 days of December 28, 2014.

### **Item 11. Executive Compensation.**

Information regarding executive compensation is incorporated by reference from Domino's Pizza, Inc.'s definitive proxy statement, which will be filed within 120 days of December 28, 2014. However, no information set forth in the proxy statement regarding the Audit Committee Report shall be deemed incorporated by reference into this Form 10-K.

### **Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.**

Information regarding security ownership of certain beneficial owners and management and related stockholders matters is incorporated by reference from Domino's Pizza, Inc.'s definitive proxy statement, which will be filed within 120 days of December 28, 2014.

### **Item 13. Certain Relationships and Related Transactions, and Director Independence.**

Information regarding certain relationships and related transactions is incorporated by reference from Domino's Pizza, Inc.'s definitive proxy statement, which will be filed within 120 days of December 28, 2014.

### **Item 14. Principal Accountant Fees and Services.**

Information regarding principal accountant fees and services is incorporated by reference from Domino's Pizza, Inc.'s definitive proxy statement, which will be filed within 120 days of December 28, 2014.

**Part IV**

**Item 15. Exhibits, Financial Statement Schedules.**

- (a)1. Financial Statements: The following financial statements for Domino's Pizza, Inc. and subsidiaries are included in Item 8, "Financial Statements and Supplementary Data":

Report of Independent Registered Public Accounting Firm  
Consolidated Balance Sheets as of December 28, 2014 and December 29, 2013  
Consolidated Statements of Income for the Years Ended December 28, 2014, December 29, 2013 and December 30, 2012  
Consolidated Statements of Comprehensive Income for the Years Ended December 28, 2014, December 29, 2013 and December 30, 2012  
Consolidated Statements of Stockholders' Deficit for the Years Ended December 28, 2014, December 29, 2013 and December 30, 2012  
Consolidated Statements of Cash Flows for the Years Ended December 28, 2014, December 29, 2013 and December 30, 2012  
Notes to Consolidated Financial Statements

2. Financial Statement Schedules: The following financial statement schedules are attached to this report.

Schedule I – Condensed Financial Information of the Registrant  
Schedule II – Valuation and Qualifying Accounts

All other schedules are omitted because they are not applicable, not required, or the information is included in the financial statements or the notes thereto.

3. Exhibits: Certain of the following Exhibits have been previously filed with the Securities and Exchange Commission pursuant to the requirements of the Securities Act of 1933 and the Securities Exchange Act of 1934. Such exhibits are identified by the parenthetical references following the listing of each such exhibit and are incorporated herein by reference.

<u>Exhibit Number</u>	<u>Description</u>
3.1	Form of Second Restated Certificate of Incorporation of Domino's Pizza, Inc. (Incorporated by reference to Exhibit 3.1 to the Domino's Pizza, Inc. registration statement on Form S-1 filed on April 13, 2004 (Reg. No. 333-114442), (the "S-1")).
3.2	Amended and Restated By-Laws of Domino's Pizza, Inc. (Incorporated by reference to Exhibit 3.1 to the registrant's quarterly report on Form 10-Q for the fiscal quarter ended September 12, 2010).
10.1	Lease Agreement dated as of December 21, 1998 by and between Domino's Farms Office Park Limited Partnership and Domino's, Inc. (Incorporated by reference to Exhibit 10.3 to the Domino's, Inc. registration statement on Form S-4 filed on March 22, 1999 (Reg. No. 333-74797)).
10.2	Fourth Amendment to the Lease Agreement between Domino's Farms Office Park, L.L.C. and Domino's Pizza LLC, dated as of August 28, 2012 (Incorporated by reference to Exhibit 10.2 to the registrants' annual report on Form 10-K for the year ended December 30, 2012, (the "2012 10-K")).
10.3*	Domino's Pizza, Inc. Deferred Compensation Plan adopted effective January 1, 2005 (Incorporated by reference to Exhibit 10.9 to the registrants' annual report on Form 10-K for the year ended January 1, 2006).
10.4*	First Amendment to the Domino's Pizza Deferred Compensation Plan effective January 1, 2007 (Incorporated by reference to Exhibit 10.9 to the registrants' annual report on Form 10-K for the year ended December 31, 2006).
10.5*	Second Amendment to the Domino's Pizza Deferred Compensation Plan effective February 8, 2013 (Incorporated by reference to Exhibit 10.5 to the 2012 10-K).
10.6*	TISM, Inc. Fourth Amended and Restated Stock Option Plan ("TISM Option Plan") (Incorporated by reference to Exhibit 10.6 to the Domino's, Inc. current report on Form 8-K filed on June 26, 2003 (Reg. No. 333-74797)).

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- 10.7\* Amended Domino's Pizza, Inc. 2004 Equity Incentive Plan (Incorporated by reference to Exhibit 10.1 to the registrant's quarterly report on Form 10-Q for the fiscal quarter ended March 22, 2009, (the "March 2009 10-Q")).
- 10.8\* Form of Employee Stock Option Agreement under the Amended Domino's Pizza, Inc. 2004 Equity Incentive Plan (Incorporated by reference to Exhibit 10.8 to the 2012 10-K).
- 10.9\* Form of 2013 Special Employee Stock Option Agreement under the Amended Domino's Pizza, Inc. 2004 Equity Incentive Plan (Incorporated by reference to Exhibit 10.9 to the 2012 10-K).
- 10.10\* Form of Director Stock Option Agreement under the Amended Domino's Pizza, Inc. 2004 Equity Incentive Plan (Incorporated by reference to Exhibit 10.3 to the March 2009 10-Q).
- 10.11\* Form of Amendment to Existing Director Stock Option Grants (Incorporated by reference to Exhibit 10.5 to the March 2009 10-Q).
- 10.12\* Form of Performance-Based Restricted Stock Agreement (Incorporated by reference to Exhibit 10.12 to the 2012 10-K).
- 10.13\* Form of 2013 Special Performance-Based Restricted Stock Agreement (Incorporated by reference to Exhibit 10.13 to the 2012 10-K).
- 10.14\* Form of Performance-Based Restricted Stock Unit Award Agreement (Incorporated by reference to Exhibit 10.14 to the 2012 10-K).
- 10.15\* Form of 2013 Special Performance-Based Restricted Stock Unit Award Agreement (Incorporated by reference to Exhibit 10.15 to the 2012 10-K).
- 10.16\* Form of Domino's Pizza, Inc. 2004 Equity Incentive Plan Restricted Stock Agreement for Directors (Incorporated by reference to Exhibit 10.19 to the registrants' annual report on Form 10-K for the year ended January 3, 2010, (the "2009 10-K")).
- 10.17\* Amended and Restated Domino's Pizza Senior Executive Annual Incentive Plan. (Incorporated by reference to Exhibit 10.20 to the registrants' annual report on Form 10-K for the year ended January 2, 2011, (the "2010 10-K")).
- 10.18\* Amended and Restated Domino's Pizza, Inc. Employee Stock Payroll Deduction Plan (Incorporated by reference to Exhibit 10.18 to the registrants' annual report on Form 10-K for the year ended December 29, 2013).
- 10.19\* Form of Domino's Pizza, Inc. Dividend Reinvestment & Direct Stock Purchase and Sale Plan (Incorporated by reference to Exhibit 10.32 to the S-1).
- 10.20\* Employment Agreement dated as of February 23, 2015 between Domino's Pizza LLC and J. Patrick Doyle.
- 10.21\* Time Sharing Agreement dated as of February 23, 2015 between Domino's Pizza LLC and J. Patrick Doyle.
- 10.22\* Employment Agreement dated as of February 14, 2007 between Domino's Pizza LLC and Michael T. Lawton (Incorporated by reference to Exhibit 10.44 of the registrant's annual report on Form 10-K for the fiscal year ended December 28, 2008, (the "2008 10-K")).
- 10.23\* Amendment to the Employment agreement dated as of February 14, 2007 between Domino's Pizza LLC and Michael T. Lawton (Incorporated by reference to Exhibit 10.45 of the 2008 10-K).
- 10.24\* Amendment to the Employment Agreement dated as of July 26, 2010 between Domino's Pizza LLC and Michael T. Lawton (Incorporated by reference to Exhibit 10.4 to the registrant's quarterly report on Form 10-Q for the quarter ended June 20, 2010, (the "June 2010 10-Q")).
- 10.25\* Employment Agreement dated as of September 2, 2008 between Domino's Pizza LLC and Russell J. Weiner (Incorporated by reference to Exhibit 1.01 to the registrant's current report on Form 8-K filed on September 4, 2008).

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- 10.26\* Amendment to the Employment agreement dated as of September 2, 2008 between Domino's Pizza LLC and Russell J. Weiner (Incorporated by reference to Exhibit 10.4 to the registrants' current report on Form 8-K filed on December 24, 2008).
- 10.27\* Amendment to the Employment Agreement dated as of July 26, 2010 between Domino's Pizza LLC and Russell J. Weiner (Incorporated by reference to Exhibit 10.3 to the June 2010 10-Q).
- 10.28\* Employment Agreement dated as of July 21, 2011 between Domino's Pizza LLC and Scott R. Hinshaw (Incorporated by reference to Exhibit 10.36 to the registrant's annual report on Form 10-K for the fiscal year ended January 1, 2012).
- 10.29\* Employment Agreement dated as of March 14, 2011 between Domino's Pizza LLC and Richard E. Allison, Jr. (Incorporated by reference to Exhibit 10.1 of the registrant's quarterly report on Form 10-Q for the quarter ended March 27, 2011).
- 10.30\* Employment Agreement dated as of January 7, 2008 between Domino's Pizza LLC and Kenneth B. Rollin (Incorporated by reference to Exhibit 10.36 of the 2010 10-K).
- 10.31\* Amendment to the Employment Agreement dated as of December 23, 2008 between Domino's Pizza LLC and Kenneth B. Rollin (Incorporated by reference to Exhibit 10.37 of the 2010 10-K).
- 10.32\* Amendment to the Employment Agreement dated as of July 26, 2010 between Domino's Pizza LLC and Kenneth B. Rollin.
- 10.33 Form of Indemnification Agreement (Incorporated by reference to Exhibit 10.33 to the S-1).
- 10.34 Amended and Restated Base Indenture dated March 15, 2012 among Domino's Pizza Master Issuer LLC, Domino's Pizza Distribution LLC, Domino's IP Holder LLC and Domino's SPV Canadian Holding Company Inc., each as Co-Issuer, and Citibank, N.A., as Trustee and Securities Intermediary (Incorporated by reference to Exhibit 4.1 to the Domino's Pizza, Inc. current report on Form 8-K filed on March 19, 2012, (the "March 2012 8-K"))).
- 10.35 Series 2012-1 Supplement dated March 15, 2012 to the Amended and Restated Base Indenture dated March 15, 2012 among Domino's Pizza Master Issuer LLC, Domino's Pizza Distribution LLC, Domino's IP Holder LLC and Domino's SPV Canadian Holding Company Inc., each as a Co-Issuer of the Series 2012-1 5.216% Fixed Rate Senior Secured Notes, Class A-2 and the Series 2012-1 Variable Funding Senior Notes, Class A-1, and Citibank, N.A., as Trustee and Series 2012-1 Securities Intermediary (Incorporated by reference to Exhibit 4.2 to the March 2012 8-K).
- 10.36 Class A-1 Note Purchase Agreement dated March 15, 2012 among Domino's Pizza Master Issuer LLC, Domino's IP Holder LLC, Domino's Pizza Distribution LLC and Domino's SPV Canadian Holding Company Inc., each as a Co-Issuer, Domino's Pizza LLC, as Manager, certain conduit investors, certain financial institutions and certain funding agents, Barclays Bank PLC, as L/C Provider, as Swingline Lender and as Administrative Agent (Incorporated by reference to Exhibit 10.1 to the March 2012 8-K).
- 10.37 Amended and Restated Guarantee and Collateral Agreement dated March 15, 2012 among Domino's SPV Guarantor LLC, Domino's Pizza Franchising LLC, Domino's Pizza International Franchising Inc. Domino's Pizza Canadian Distribution ULC, Domino's RE LLC and Domino's EQ LLC, each as a Guarantor, in favor of Citibank, N.A., as Trustee (Incorporated by reference to Exhibit 10.2 to the March 2012 8-K).
- 10.38 Amended and Restated Management Agreement dated March 15, 2012 among Domino's Pizza Master Issuer LLC, certain subsidiaries of Domino's Pizza Master Issuer LLC party thereto, Domino's Pizza LLC, as Manager and in its individual capacity, Domino's Pizza NS Co., and Citibank, N.A. as Trustee (Incorporated by reference to Exhibit 10.3 to the March 2012 8-K).
- 10.39 Agreement dated January 6, 2009 between Domino's Pizza, Inc., Blue Harbour Strategic Value Partners Master Fund, LP and Blue Harbour Institutional Partners Master Fund, L.P. (Incorporated by reference to Exhibit 10.1 to the registrant's current report on Form 8-K filed on January 9, 2009).
- 10.40 Letter of Credit Agreement dated as of June 22, 2009 between Domino's Pizza LLC and Barclays Bank PLC (Incorporated by reference to Exhibit 10.1 to the registrant's current report on Form 8-K filed on June 26, 2009).
- 10.41 Board of Directors' Compensation.

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12.1	Ratio of Earnings to Fixed Charges.
21.1	Subsidiaries of Domino's Pizza, Inc.
23.1	Consent of PricewaterhouseCoopers LLP.
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, relating to Domino's Pizza, Inc.
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, relating to Domino's Pizza, Inc.
32.1	Certification of Chief Executive Officer 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 of Chief Financial Officer 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.
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.

\* A management contract or compensatory plan or arrangement required to be filed as an exhibit to this report pursuant to Item 15(b) of Form 10-K.

**SCHEDULE I – CONDENSED FINANCIAL INFORMATION OF THE REGISTRANT****DOMINO'S PIZZA, INC.****PARENT COMPANY CONDENSED BALANCE SHEETS**

(In thousands, except share and per share amounts)

	December 28, 2014	December 29, 2013
<b><u>ASSETS</u></b>		
<b>ASSETS:</b>		
Cash and cash equivalents	\$ 6	\$ 6
Total assets	<u>\$ 6</u>	<u>\$ 6</u>
<b><u>LIABILITIES AND STOCKHOLDERS' DEFICIT</u></b>		
<b>LIABILITIES:</b>		
Equity in net deficit of subsidiaries	\$ 1,219,465	\$ 1,290,202
Due to subsidiary	6	6
Total liabilities	<u>1,219,471</u>	<u>1,290,208</u>
<b>STOCKHOLDERS' DEFICIT:</b>		
Common stock, par value \$0.01 per share; 170,000,000 shares authorized; 55,553,149 in 2014 and 55,768,672 in 2013 issued and outstanding	556	558
Preferred stock, par value \$0.01 per share; 5,000,000 shares authorized, none issued	—	—
Additional paid-in capital	29,561	669
Retained deficit	(1,246,921)	(1,289,445)
Accumulated other comprehensive loss	(2,661)	(1,984)
Total stockholders' deficit	<u>(1,219,465)</u>	<u>(1,290,202)</u>
Total liabilities and stockholders' deficit	<u>\$ 6</u>	<u>\$ 6</u>

See accompanying notes to the Schedule I.

DOMINO'S PIZZA, INC.PARENT COMPANY CONDENSED STATEMENTS OF INCOME

(In thousands, except per share amounts)

	For the Years Ended		
	December 28, 2014	December 29, 2013	December 30, 2012
<b>REVENUES</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>
Total revenues	—	—	—
<b>OPERATING EXPENSES</b>	<b>—</b>	<b>—</b>	<b>—</b>
Total operating expenses	—	—	—
<b>INCOME FROM OPERATIONS</b>	<b>—</b>	<b>—</b>	<b>—</b>
Equity earnings in subsidiaries	162,587	142,985	112,392
<b>INCOME BEFORE PROVISION FOR INCOME TAXES</b>	<b>162,587</b>	<b>142,985</b>	<b>112,392</b>
<b>PROVISION FOR INCOME TAXES</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>NET INCOME</b>	<b>\$ 162,587</b>	<b>\$ 142,985</b>	<b>\$ 112,392</b>
<b>COMPREHENSIVE INCOME</b>	<b>\$ 161,910</b>	<b>\$ 143,387</b>	<b>\$ 112,407</b>
<b>EARNINGS PER SHARE:</b>			
Common Stock – basic	\$ 2.96	\$ 2.58	\$ 1.99
Common Stock – diluted	\$ 2.86	\$ 2.48	\$ 1.91

See accompanying notes to the Schedule I.



DOMINO'S PIZZA, INC.PARENT COMPANY CONDENSED STATEMENTS OF CASH FLOWS

(In thousands)

	For the Years Ended		
	December 28, 2014	December 29, 2013	December 30, 2012
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Net cash provided by operating activities	\$ 134,149	\$ 129,953	\$ 112,392
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>			
Dividends from subsidiaries	—	—	146,231
Net cash provided by investing activities	—	—	146,231
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>			
Payments of common stock dividends	(52,843)	(34,241)	(173,485)
Purchase of common stock	(82,407)	(97,132)	(88,238)
Other	1,101	1,420	3,100
Net cash used in financing activities	(134,149)	(129,953)	(258,623)
<b>CHANGE IN CASH AND CASH EQUIVALENTS</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>CASH AND CASH EQUIVALENTS, AT BEGINNING OF PERIOD</b>	<b>6</b>	<b>6</b>	<b>6</b>
<b>CASH AND CASH EQUIVALENTS, AT END OF PERIOD</b>	<b>\$ 6</b>	<b>\$ 6</b>	<b>\$ 6</b>

See accompanying notes to the Schedule I.

DOMINO'S PIZZA, INC.

NOTES TO PARENT COMPANY FINANCIAL STATEMENTS

(1) INTRODUCTION AND BASIS OF PRESENTATION

Domino's Pizza, Inc., on a stand-alone basis, (the Parent Company) has accounted for majority-owned subsidiaries using the equity method of accounting. The accompanying condensed financial statements of the Parent Company should be read in conjunction with the consolidated financial statements of Domino's Pizza, Inc. and its subsidiaries (the Company) and the notes thereto included in Item 8 of this Form 10-K. These financial statements have been provided to comply with Rule 4-08(e) of Regulation S-X.

Cash and Cash Equivalents

Cash equivalents consist of highly liquid investments with original maturities of three months or less at the date of purchase. These investments are carried at cost, which approximates fair value.

Use of Estimates

The use of estimates is inherent in the preparation of financial statements in accordance with generally accepted accounting principles. Actual results could differ from those estimates.

(2) SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

During 2012, the Parent Company received dividends from its subsidiaries primarily consisting of amounts received to pay a \$3.00 per share special cash dividend in connection with the Company's 2012 recapitalization transaction. See Note 4 to the Company's consolidated financial statements as filed in this Form 10-K for a description of the 2012 recapitalization transaction.

Non-cash activities of \$42.3 million, \$32.3 million and \$21.7 million were recorded in 2014, 2013 and 2012, respectively. These amounts primarily relate to stock-based compensation plans and amounts recorded in other comprehensive income related to the Company's subsidiaries. Non-cash activities in 2012 also include payment by a subsidiary of approximately \$13.5 million pursuant to the anti-dilution provisions in the Company's equity incentive plans which was recorded as an increase in total stockholders' deficit (see Note 9 to the Company's consolidated financial statements as filed in this Form 10-K for further information).

## SCHEDULE II – VALUATION and QUALIFYING ACCOUNTS

## Domino's Pizza, Inc. and Subsidiaries

(in thousands)	Balance Beginning of Year	Provision (Benefit)	Additions/ Deductions from Reserves *	Translation Adjustments	Balance End of Year
Allowance for doubtful accounts receivable:					
2014	\$ 5,107	\$ (308)	\$ (1,428)	\$ (10)	\$3,361
2013	5,906	(752)	(42)	(5)	5,107
2012	5,446	1,153	(693)	—	5,906
Allowance for doubtful notes receivable:					
2014	\$ 750	\$ (262)	\$ 443	\$ —	\$ 931
2013	1,444	(505)	(189)	—	750
2012	2,059	(691)	76	—	1,444

\* Consists primarily of write-offs, recoveries of bad debt and certain reclassifications.

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**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrants have duly caused this annual report to be signed on their behalf by the undersigned, thereunto duly authorized.

DOMINO'S PIZZA, INC.

/s/ Michael T. Lawton

Michael T. Lawton  
Chief Financial Officer

February 24, 2015

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrants and in the capacities and on the dates indicated.

/s/ J. Patrick Doyle

J. Patrick Doyle  
February 24, 2015

President, Chief Executive Officer and Director  
(Principal Executive Officer)

/s/ Michael T. Lawton

Michael T. Lawton  
February 24, 2015

Chief Financial Officer  
(Principal Financial and Accounting Officer)

/s/ David A. Brandon

David A. Brandon  
February 24, 2015

Chairman of the Board of Directors

/s/ Andrew B. Balson

Andrew B. Balson  
February 24, 2015

Director

/s/ Diana F. Cantor

Diana F. Cantor  
February 24, 2015

Director

/s/ Richard L. Federico

Richard L. Federico  
February 24, 2015

Director

/s/ James A. Goldman

James A. Goldman  
February 24, 2015

Director

/s/ Vernon O. Hamilton

Vernon O. Hamilton  
February 24, 2015

Director

/s/ Gregory A. Trojan

Gregory A. Trojan  
February 24, 2015

Director

## EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made as of February 23, 2015 effective as of March 1, 2015 among Domino's Pizza, Inc., a Delaware corporation (the "Company"), and Domino's Pizza LLC, a Michigan limited liability company ("DPLLC" or the "Principal Subsidiary") 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 DPLLC 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 continuing employment as President and Chief Executive Officer of the Company, effective as of March 1, 2015 (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 December 31, 2018. 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 DPLLC 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 \$975,000 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").

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 the Principal Subsidiary, 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 the Principal Subsidiary, 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 the Principal Subsidiary, as applicable. Both the Company and the Principal Subsidiary 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 the Principal Subsidiary, 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 the Principal Subsidiary, 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. Pursuant to Code Section 409A, the amount of expenses eligible for reimbursement during a calendar year shall not affect expenses eligible for reimbursement in another calendar year, and the Executive's right to reimbursement shall not be subject to liquidation or exchange for any other benefit.

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 forty-five (45) hours per calendar year (the "Yearly Aircraft Hours"). 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 Yearly Aircraft Hours. 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 23, 2015, 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 the Principal Subsidiary, 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 Subsidiary 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 Subsidiary, 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 the Principal Subsidiary, 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.*, 1/12th 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 the Principal Subsidiary; 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 DPLLC) 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 ½) 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 not then exempt from Code Section 409A that otherwise would have been payable and benefits not then exempt from Code Section 409A 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 at the applicable federal rate, determined under Code Section 7872(f)(2)(A) (“Interest”), and the delayed payments shall be aggregated and paid in a lump sum (or provided in the case of non-exempt benefits) 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, or upon the Executive’s death, if earlier (the “Delayed Payment Date”). Thereafter the Executive shall receive any remaining payments and benefits as if there had been no earlier delay.

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 Subsidiary 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. Code Section 409A. Payments and benefits provided under this Agreement are intended to be exempt from or in compliance with Code Section 409A and are to be interpreted and construed accordingly. For purposes of Code Section 409A, each installment of payments and benefits provided hereunder is intended to be treated as a separate payment, and any references in this Agreement to “employment termination,” “termination from employment” or phrases of like kind are intended to mean “separation from service” as defined under Code Section 409A. Notwithstanding any other provision of this Agreement, the parties hereto agree to take all actions (including adopting amendments to this Agreement) as are required to comply with or minimize any potential additional taxes and/or interest charges to the Executive as may be imposed under Code Section 409A with respect to any payment or benefit due the Executive hereunder (including the delay in some or all payments until the seventh month after the Executive’s termination of employment).

14. Miscellaneous.

14.1. Assignment. Neither the Company nor DPLLC 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 DPLLC 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 the “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 Subsidiary and the Executive, and their respective successors, executors, administrators, heirs and permitted assigns.

14.2. 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.

14.3. 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 Subsidiary.

14.4. 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  
39577 Woodward Avenue, Suite 300  
Bloomfield Hills, MI 48304

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.

14.5. 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.

14.6. 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.

14.7. 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.

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

14.9. 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.

14.10. 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 14.4 hereof is reasonably calculated to give actual notice.

**IN WITNESS WHEREOF**, this Agreement has been executed on behalf of the Company and the Principal Subsidiary 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/ David A. Brandon

Name: David A. Brandon

Title: Chairman of the Board of Directors

**PRINCIPAL SUBSIDIARY:**

**DOMINO'S PIZZA LLC**

By: /s/ Michael T. Lawton

Name: Michael T. Lawton

Title: Executive Vice President, Supply Chain Services and Chief Financial Officer

**THE EXECUTIVE:**

/s/ J. Patrick Doyle

Name: **J. Patrick Doyle**

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**Exhibit 3.2**

**J. PATRICK DOYLE  
CURRENT ACTIVITIES  
February 2015**

- Best Buy Co., Inc.
- Business Leaders of Michigan – Board of Directors

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**Exhibit 4.2**

**DOMINO'S PIZZA SENIOR EXECUTIVE ANNUAL INCENTIVE PLAN**

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**Exhibit A-1**

**STOCK PLAN**

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**Exhibit A-2**

**FORM OF OPTION AGREEMENT**



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**Exhibit A-3**

**FORM OF PERFORMANCE SHARE AWARD AGREEMENT**

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**Exhibit B**

**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.**

TIME SHARING AGREEMENT

The Agreement, made and entered into this 23<sup>rd</sup> day of February, 2015 by and between Domino's Pizza LLC, a limited liability company organized and existing under the laws of the State of Michigan ("Domino's") and J. Patrick Doyle ("User").

WITNESSETH:

WHEREAS, Domino's is the owner of one (1) Dassault Falcon 2000EX aircraft bearing FAA Registration Number N147CJ and Manufacturer's Serial Number 147 (the "Aircraft"); and

WHEREAS User desires use of the Aircraft on a limited basis; and

WHEREAS, Domino's desires to make the Aircraft available to User on a timesharing basis in accordance with §91.501 of the Federal Aviation Regulations ("FARs").

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Provision of Aircraft. Domino's agrees to provide the Aircraft to User on a time sharing basis in accordance with the provisions of 91.501(b)(6), 91.501(c)(1) and 91.501(d) of the FARs for a term of one year. The term shall be automatically extended for additional one-year terms on the same conditions as set forth herein unless earlier terminated pursuant to Paragraph 15 below.

2. Annual Provision for Personal Usage. For the calendar years of 2015, 2016, 2017 and 2018, Domino's agrees, at Domino's expense, to make available to User (and his family and guests when traveling with him), the Aircraft for personal use at his discretion, provided that any such personal use shall be limited to forty-five (45) hours per year (the "Yearly Aircraft Hours"). Domino's shall provide additional payments to User 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 User, including, without limitation, any tax imposed by Section 4999 of the Code or any similar tax, with respect to the Yearly Aircraft Hours. For personal use of the Aircraft in excess of the Yearly Aircraft Hours, User shall reimburse Domino's in accordance with Section 3 below.

3. Reimbursement of Expenses. For each flight conducted under this Agreement, User shall pay Domino's the sum of the expenses of operating such flight to the extent prescribed by FAR 91.501(d), *i.e.* the sum of the expenses set forth in subparagraphs (a) - (j) below:

- (a) Fuel, oil, lubricants, and other additives;
- (b) Travel expenses of the crew, including food, lodging, and ground transportation;
- (c) Hangar and tie-down costs away from the Aircraft's base of operation;
- (d) Insurance obtained for the specific flight;
- (e) Landing fees, airport taxes, and similar assessments;
- (f) Customs, foreign permit, and similar fees directly related to the flight;
- (g) In-flight food and beverages;
- (h) Passenger ground transportation;
- (i) Federal excise taxes;
- (j) Flight planning and weather contract services; and
- (k) An additional charge equal to one hundred percent (100%) of the expenses listed in subparagraph (a) above.

4. Invoicing and Payment. All payments to be made to Domino's by User hereunder shall be paid in the manner set forth in this Paragraph 3. Domino's will pay to suppliers, employees, contractors and governmental entities all expenses related to the operation of the Aircraft hereunder in the ordinary course. As to each flight operated hereunder, Domino's shall provide to User an invoice for the charges specified in Paragraph 2 of this Agreement (plus domestic or international air transportation excise taxes, as applicable, imposed by the Internal Revenue Code or other governmental charges which are collected by Domino's as operator and remitted to the appropriate authority), such invoice to be issued by the thirtieth (30th) day of each calendar month for flights performed the preceding calendar month. User shall pay Domino's the full amount of such invoice within ten (10) days of the date of the invoice. In the event Domino's has not received supplier invoices for reimbursable charges listed in section 2 above relating to such flight prior to such invoicing, Domino's shall issue supplemental invoice(s) for such charge(s) to User, and User shall pay such charge(s) within ten (10) days of the date of each supplemental invoice.

5. Flight Requests. User will provide Domino's with flight requests and proposed flight schedules as far in advance as possible and in any case at least twenty-four (24) hours in advance of User's desired departure. Flight requests shall be in a form, whether oral or written, mutually convenient to and agreed upon by the parties. In addition to proposed schedules and departure times, User shall provide at least the following information for each proposed flight reasonably in advance of the desired departure time as required by Domino's or its flight crew:

- (a) departure point;
- (b) destination;
- (c) date and time of flight;
- (d) number and identity of anticipated passengers;
- (e) nature and extent of luggage and/or cargo to be carried;
- (f) date and time of return flight, if any; and
- (g) any other information concerning the proposed flight that may be pertinent to or required by Domino's or its flight crew.

6. Aircraft Scheduling. Domino's shall have final authority over all scheduling of the Aircraft, provided however that Domino's will use reasonable efforts to accommodate User's requests.

7. Aircraft Maintenance. As between the parties hereto, Domino's shall be solely responsible for securing scheduled and unscheduled maintenance, preventive maintenance and required or otherwise necessary inspections of the Aircraft, and shall take such requirements into account in scheduling the Aircraft. Performance of maintenance, preventive maintenance or inspection shall not be delayed or postponed for the purpose of scheduling the Aircraft unless such maintenance or inspection can safely be conducted at a later time in compliance with applicable laws, regulations and requirements, and such delay or postponement is consistent with the sound discretion of the pilot-in-command.

8. Flight Crew. Domino's shall provide, at its sole expense, qualified flight crew for all flight operations under this Agreement.

9. Operational Authority and Control. Domino's shall be responsible for the physical and technical operation of the Aircraft and the safe performance of all flights, and shall retain full authority and control including exclusive operational control and possession of the Aircraft at all times during the term of this Agreement. In accordance with applicable FARs, the qualified flight crew provided by Domino's will exercise all required duties and responsibilities in regard to the safety of each flight conducted hereunder. The pilot-in-command shall have absolute discretion in all matters concerning the preparation of the Aircraft for flight and the flight itself, the load carried and its distribution, the decision whether or not a flight shall be undertaken, the route to be flown, the place where landings shall be made, and all other matters relating to operation of the Aircraft. User specifically agrees that the flight crew shall have final and complete authority to delay or cancel any flight for any reason or condition which in the sole judgment of the pilot-in-command could compromise the safety of the flight, and to take any other action which in the sole judgment of the pilot-in-command is necessitated by considerations of safety. No such action of the pilot-in-command shall create or support any liability to User or any other person for loss, injury, damage or delay. The parties further agree that Domino's shall not be liable for delay or failure to furnish the Aircraft and crew pursuant to this Agreement when such failure is caused by government regulation or authority, mechanical difficulty or breakdown, war, terrorism, civil commotion, strikes or labor disputes, weather conditions, acts of God, or other circumstances beyond Domino's reasonable control.

10. Insurance and Limitation of Liability.

(a) Insurance. Domino's will maintain or cause to be maintained in full force and effect throughout the term of this Agreement aircraft liability insurance in respect of the Aircraft in an amount at least equal to \$100 million combined single limit for bodily injury to or death of persons (including passengers) and property damage liability. Domino's shall use best efforts to procure such additional insurance coverage as User may request naming User as an additional insured; provided, that the cost of such additional insurance shall be borne by User pursuant to Paragraph 2(d) hereof.

(b) Limitation of Liability. User agrees that the insurance specified in paragraph 9(a) shall provide its sole recourse for all claims, losses, liabilities, obligations, demands, suits, judgments or causes of action, penalties, fines, costs and expenses of any nature whatsoever, including attorneys' fees and expenses for or on account of or arising out of, or in any way connected with the use of the Aircraft by User or its guests, including injury to or death of any persons, including User and its guests which may result from or arise out of the use or operation of the Aircraft during the term of this Agreement ("Claims"). This Section 9 shall survive termination of this Agreement.

11. Warranties. User warrants that:

(a) It will use the Aircraft under this Agreement for and only for its own account, including the carriage of its guests, and will not use the Aircraft for the purpose of providing transportation of passengers or cargo for compensation or hire;

(b) It will not permit any lien, security interest or other charge or encumbrance to attach against the Aircraft as a result of its action or inaction, and shall not convey, mortgage, assign, lease or in any way alienate the Aircraft or Domino's rights hereunder; and

(c) During the term of this Agreement, it will abide by and conform to and will cause all passengers to abide by and conform to all such laws, governmental and airport orders, rules, and regulations as shall from time to time be in effect relating in any way to the operation or use of the Aircraft under Part 91 of the FARs.

12. Base of Operations. For purposes of this Agreement, the base of operation of the Aircraft is Willow Run, Ypsilanti, Michigan; provided, that such base may be changed upon notice from Domino's to User.

12. Notices and Communications. All notices and other communications under this Agreement shall be in writing (except as permitted in Paragraph 4) and shall be given (and shall be deemed to have been duly given upon receipt or refusal to accept receipt) by personal delivery, the next business day if given by facsimile (with a simultaneous confirmation copy sent by first class mail properly addressed and postage prepaid) or by a reputable overnight courier service, addressed as follows:

If to Domino's: Domino's Pizza LLC  
30 Frank Lloyd Wright Drive  
Ann Arbor, Michigan 48106-099  
Attn: General Counsel  
Phone: (734)930-3678  
Fax: (734)327-8877

If to User: J. Patrick Doyle  
30 Frank Lloyd Wright  
Ann Arbor, MI 48106-0997  
Phone: 734-930-33367

or to such other person or address as either party shall from time to time designate by writing to the other party.

14. Further Acts. Domino's and User shall from time to time perform such other and further acts and execute such other and further instruments as may be required by law or may be reasonably necessary (i) to carry out the intent and purpose of this Agreement, and (ii) to establish, maintain and protect the respective rights and remedies of the other party.

15. Successors and Assigns. Neither this Agreement nor any party's interest herein shall be assignable to any other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their representatives, successors and assigns.

16. Termination. Either party may terminate this Agreement for any reason upon written notice to the other, such termination to become effective ten (10) days from the date of the notice; provided, that this Agreement may be terminated as a result of a breach by either party of its obligations under this Agreement on ten (10) days written notice by the non-breaching party to the breaching party; and provided further, that this Agreement may be terminated on such shorter notice as may be required to comply with applicable laws, regulations, the requirements of any financial institution with a security or other interest in the Aircraft, insurance requirements or in the event the insurance required hereunder is not in full force and effect.

17. Governing Law. This Agreement shall be construed under and the legal relations between the parties shall be governed by the laws of the State of Michigan.

18. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired.

18. Amendment or Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and is not intended to confer upon any person or entity any rights or remedies hereunder which are not expressly granted herein. This Agreement may be amended or modified only in writing duly executed by the parties hereto.

19. TRUTH IN LEASING STATEMENT UNDER SECTION 91.23 OF THE FEDERAL AVIATION REGULATIONS.

a. DOMINO'S HEREBY CERTIFIES THAT THE AIRCRAFT HAS BEEN INSPECTED AND MAINTAINED WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THIS AGREEMENT, OR SUCH SHORTER PERIOD AS DOMINO'S SHALL HAVE HAD POSSESSION OF THE AIRCRAFT, IN ACCORDANCE WITH THE PROVISIONS OF FAR PART 91 AND THAT ALL APPLICABLE REQUIREMENTS FOR THE MAINTENANCE AND INSPECTION THEREUNDER HAVE BEEN MET.

b. DOMINO'S AGREES, CERTIFIES, AND KNOWINGLY ACKNOWLEDGES THAT WHEN THE AIRCRAFT IS USED UNDER THIS AGREEMENT, DOMINO'S SHALL BE KNOWN AS, CONSIDERED, AND SHALL IN FACT BE THE OPERATOR OF THE AIRCRAFT.

Domino's Pizza LLC

30 Frank Lloyd Wright Drive

Ann Arbor, Michigan 48106-099

c. THE PARTIES UNDERSTAND THAT AN EXPLANATION OF FACTORS AND PERTINENT FEDERAL AVIATION REGULATIONS BEARING ON OPERATIONAL CONTROL CAN BE OBTAINED FROM THE NEAREST FAA FLIGHT STANDARDS DISTRICT OFFICE, GADO, OR ACDO. DOMINO'S AGREES TO SEND AN EXECUTED COPY OF THIS AGREEMENT FOR AND ON BEHALF OF BOTH PARTIES TO: FLIGHT STANDARDS TECHNICAL DIVISION, P.O. BOX 25724, OKLAHOMA CITY, OKLAHOMA 73125, WITHIN TWENTY-FOUR (24) HOURS OF ITS EXECUTION, AS PROVIDED BY FAR 91-23(c)(1).

IN WITNESS WHEREOF, the parties hereto have caused the signature of their authorized representatives to be affixed below on the day and year first above written. The persons signing below warrant their authority to sign.

DOMINO'S PIZZA LLC

USER:

By: /s/ Michael T. Lawton

By: /s/ J. Patrick Doyle

Name: Michael T. Lawton

Name: J. Patrick Doyle

Title: Chief Financial Officer

**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 Kenneth B. Rollin (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 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 26<sup>th</sup> 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/ Kenneth B. Rollin

Name: Kenneth B. Rollin

**Domino's Pizza, Inc.**  
**Independent Director Compensation Schedule**

The following table sets forth the current compensation received by independent directors of Domino's Pizza, Inc.:

<u>Compensation Type</u>	<u>Amount</u>
Director Retainer	\$ 65,000 per year
Audit Chairperson Retainer	\$ 20,000 per year
Compensation Committee Chairperson Retainer	\$ 15,000 per year
Nominating and Corporate Governance Committee Chairperson Retainer	\$ 10,000 per year
Audit Committee Member Retainer	\$ 7,500 per year
Compensation Committee Member Retainer	\$ 5,000 per year
Nominating and Corporate Governance Committee Member Retainer	\$ 5,000 per year
Target Restricted Stock Grant Value	\$100,000 per year

**Domino's Pizza, Inc.**  
**Computation of Ratio of Earnings to Fixed Charges**

<i>(dollars in thousands)</i>	Fiscal years ended				
	January 2, 2011	January 1, 2012	December 30, 2012	December 29, 2013	December 28, 2014
Income before provision for income taxes	\$ 138,945	\$ 167,806	\$ 181,187	\$ 225,099	\$ 258,623
Fixed charges	109,149	103,577	113,483	101,047	99,951
<b>Earnings as defined</b>	<b>\$248,094</b>	<b>\$271,383</b>	<b>\$ 294,670</b>	<b>\$ 326,146</b>	<b>\$ 358,574</b>
<b>Fixed charges (1):</b>					
Interest expense	\$ 96,810	\$ 91,635	\$ 101,448	\$ 88,872	\$ 86,881
Portion of rental expense representative of interest	12,339	11,942	12,035	12,175	13,070
<b>Total fixed charges</b>	<b>\$109,149</b>	<b>\$103,577</b>	<b>\$ 113,483</b>	<b>\$ 101,047</b>	<b>\$ 99,951</b>
<b>Ratio of earnings to fixed charges</b>	<b><u>2.3x</u></b>	<b><u>2.6x</u></b>	<b><u>2.6x</u></b>	<b><u>3.2x</u></b>	<b><u>3.6x</u></b>

- (1) Fixed charges are determined as defined in instructions for Item 503 of Regulation S-K and include interest expense and our estimate of interest included in rental expense (one-third of rent expense under operating leases).

**SIGNIFICANT SUBSIDIARIES OF DOMINO'S PIZZA, INC.**

Domino's Pizza LLC	Michigan
Domino's IP Holder LLC	Delaware
Domino's National Advertising Fund Inc.	Michigan
Domino's Pizza Master Issuer LLC	Delaware
Domino's Pizza Distribution LLC	Delaware
Domino's Pizza Franchising LLC	Delaware
Domino's Pizza International Franchising Inc.	Delaware
Domino's Pizza Overseas Franchising B.V.	Netherlands

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-118486, 333-121830, 333-121923, 333-161971, 333-161972 and 333-174542) of Domino's Pizza, Inc. of our report dated February 24, 2015 relating to the financial statements, financial statement schedules and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Detroit, Michigan  
February 24, 2015

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

I, J. Patrick Doyle, certify that:

1. I have reviewed this annual report on Form 10-K of Domino's Pizza, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of 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 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 controls 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 controls 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 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 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.

February 24, 2015

Date

/s/ J. Patrick Doyle

J. Patrick Doyle  
Chief Executive Officer

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

I, Michael T. Lawton, certify that:

1. I have reviewed this annual report on Form 10-K of Domino's Pizza, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of 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 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 controls 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 controls 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 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 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.

February 24, 2015

Date

/s/ Michael T. Lawton

Michael T. Lawton  
Chief Financial Officer

**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 Annual Report of Domino's Pizza, Inc. (the "Company") on Form 10-K for the period ended December 28, 2014, as filed with the Securities and Exchange Commission on the date hereof (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

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J. Patrick Doyle  
Chief Executive Officer

Dated: February 24, 2015

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.



**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 Annual Report of Domino's Pizza, Inc. (the "Company") on Form 10-K for the period ended December 28, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael T. Lawton, 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/ Michael T. Lawton

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Michael T. Lawton  
Chief Financial Officer

Dated: February 24, 2015

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.