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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 24, 2013

OR

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

For the transition period from _________ to _________

Commission file number: 001-32242

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

Delaware (State or Other Jurisdiction of Incorporation or Organization)	**38-2511577** (I.R.S. Employer Identification No.)
30 Frank Lloyd Wright Drive **Ann Arbor, Michigan** (Address of Principal Executive Offices)	**48105** (Zip Code)

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

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

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

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

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

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

As of April 23, 2013, Domino’s Pizza, Inc. had 56,251,248 shares of common stock, par value $0.01 per share, outstanding.

Domino's Pizza, Inc.

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PART I. FINANCIAL INFORMATION
Item 1. Financial Statements.

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

(In thousands)	March 24, 2013	December 30, 2012 (Note)
Assets		
Current assets:		
Cash and cash equivalents	$ 75,081	$ 54,813
Restricted cash and cash equivalents	61,375	60,015
Accounts receivable	90,156	94,103
Inventories	29,916	31,061
Prepaid expenses and other	10,628	13,068
Advertising fund assets, restricted	33,284	37,917
Deferred income taxes	8,117	15,290
Total current assets	308,557	306,267
Property, plant and equipment:		
Land and buildings	23,715	24,460
Leasehold and other improvements	83,108	80,279
Equipment	172,083	168,452
Construction in progress	5,187	9,967
	284,093	283,158
Accumulated depreciation and amortization	(194,317)	(191,713)
Property, plant and equipment, net	89,776	91,445
Other assets:		
Deferred financing costs	33,354	34,787
Goodwill	16,598	16,598
Capitalized software	11,390	11,387
Other assets	13,173	13,760
Deferred income taxes	3,707	3,953
Total other assets	78,222	80,485
Total assets	$ 476,555	$ 478,197
Liabilities and stockholders' deficit		
Current liabilities:		
Current portion of long-term debt	$ 24,211	$ 24,349
Accounts payable	69,087	77,414
Dividends payable	12,546	1,502
Insurance reserves	13,738	12,964
Advertising fund liabilities	33,284	37,917
Other accrued liabilities	70,719	75,352
Total current liabilities	223,585	229,498
Long-term liabilities:		
Long-term debt, less current portion	1,530,411	1,536,443
Insurance reserves	24,782	24,195
Deferred income taxes	4,158	7,001
Other accrued liabilities	16,991	16,583
Total long-term liabilities	1,576,342	1,584,222
Stockholders' deficit:		
Common stock	563	563
Additional paid-in capital	—	1,664
Retained deficit	(1,321,498)	(1,335,364)
Accumulated other comprehensive loss	(2,437)	(2,386)
Total stockholders' deficit	(1,323,372)	(1,335,523)
Total liabilities and stockholders' deficit	$ 476,555	$ 478,197

Note: The balance sheet at December 30, 2012 has been derived from the audited consolidated financial statements at that date but does not include all of the information and footnotes required by accounting principles generally accepted in the United States for complete financial statements.

See accompanying notes.

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

(In thousands, except per share data)	Fiscal Quarter Ended March 24, 2013	Fiscal Quarter Ended March 25, 2012
Revenues:		
Domestic Company-owned stores	$ 81,094	$ 77,615
Domestic franchise	51,318	45,196
Domestic supply chain	231,531	214,130
International	53,674	47,646
Total revenues	417,617	384,587
Cost of sales:		
Domestic Company-owned stores	61,269	59,277
Domestic supply chain	205,412	191,529
International	21,130	19,132
Total cost of sales	287,811	269,938
Operating margin	129,806	114,649
General and administrative	54,281	47,754
Income from operations	75,525	66,895
Interest income	42	154
Interest expense	(20,945)	(32,250)
Income before provision for income taxes	54,622	34,799
Provision for income taxes	20,202	14,057
Net income	$ 34,420	$ 20,742
Earnings per share:		
Common stock – basic	$ 0.62	$ 0.36
Common stock – diluted	0.59	0.35
Dividends declared per share	$ 0.20	$ 3.00

See accompanying notes.

Domino's Pizza, Inc. and Subsidiaries
Consolidated Statements of Comprehensive Income
(Unaudited)

(In thousands)	Fiscal Quarter Ended March 24, 2013	March 25, 2012
Net income	$ 34,420	$ 20,742
Other comprehensive income (loss), before tax:		
Currency translation adjustment	22	(634)
Reclassification adjustment for losses included in net income	—	776
	22	142
Tax attributes of items in other comprehensive income (loss):		
Currency translation adjustment	(73)	241
Reclassification adjustment for losses included in net income	—	(295)
	(73)	(54)
Other comprehensive income (loss), net of tax	(51)	88
Comprehensive income	$ 34,369	$ 20,830

See accompanying notes.

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

(In thousands)	Fiscal Quarter Ended March 24, 2013	Fiscal Quarter Ended March 25, 2012
Cash flows from operating activities:		
Net income	$ 34,420	$ 20,742
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	5,631	5,216
Gains on sale/disposal of assets	(88)	(37)
Amortization of deferred financing costs and other	1,431	9,824
Provision for deferred income taxes	4,568	4,821
Non-cash compensation expense	5,616	4,290
Tax impact from equity-based compensation	(2,574)	(6,537)
Other	(959)	(197)
Changes in operating assets and liabilities	(396)	(17,905)
Net cash provided by operating activities	47,649	20,217
Cash flows from investing activities:		
Capital expenditures	(5,086)	(3,634)
Proceeds from sale of assets	1,228	508
Changes in restricted cash	(1,360)	45,341
Other	882	237
Net cash provided by (used in) investing activities	(4,336)	42,452
Cash flows from financing activities:		
Proceeds from issuance of long-term debt	—	1,575,000
Repayments of long-term debt and capital lease obligations	(6,170)	(1,447,127)
Proceeds from exercise of stock options	1,528	1,202
Tax impact from equity-based compensation	2,574	6,537
Purchases of common stock	(18,019)	—
Tax payments for restricted stock upon vesting	(2,656)	(1,863)
Payments of common stock dividends	(327)	—
Cash paid for financing costs	—	(31,197)
Net cash provided by (used in) financing activities	(23,070)	102,552
Effect of exchange rate changes on cash and cash equivalents	25	(783)
Change in cash and cash equivalents	20,268	164,438
Cash and cash equivalents, at beginning of period	54,813	50,292
Cash and cash equivalents, at end of period	$ 75,081	$ 214,730

See accompanying notes.

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

March 24, 2013

1. Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States for complete financial statements. For further information, refer to the consolidated financial statements and footnotes for the fiscal year ended December 30, 2012 included in our annual report on Form 10-K.

In the opinion of the Company, all adjustments, consisting of normal recurring items, considered necessary for a fair statement have been included. Operating results for the fiscal quarter ended March 24, 2013 are not necessarily indicative of the results that may be expected for the fiscal year ending December 29, 2013.

2. Segment Information

The following table summarizes revenues, income from operations and earnings before interest, taxes, depreciation, amortization and other, which is the measure by which the Company allocates resources to its segments and which we refer to as Segment Income, for each of our reportable segments.

	Fiscal Quarters Ended March 24, 2013 and March 25, 2012					
	Domestic Stores	Domestic Supply Chain	International	Intersegment Revenues	Other	Total
Revenues –						
2013	$132,412	$ 254,745	$ 53,674	$ (23,214)	$ —	$417,617
2012	122,811	235,556	47,646	(21,426)	—	384,587
Income from operations –						
2013	$ 43,835	$ 20,537	$ 27,052	N/A	$(15,899)	$ 75,525
2012	41,252	17,119	24,252	N/A	(15,728)	66,895
Segment Income –						
2013	$ 45,302	$ 22,367	$ 27,124	N/A	$ (8,109)	$ 86,684
2012	42,684	18,833	23,757	N/A	(8,658)	76,616

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

	Fiscal Quarter Ended	
	March 24, 2013	March 25, 2012
Total Segment Income	$ 86,684	$ 76,616
Depreciation and amortization	(5,631)	(5,216)
Gains on sale/disposal of assets	88	37
Non-cash compensation expense	(5,616)	(4,290)
2012 recapitalization-related expenses	—	(252)
Income from operations	75,525	66,895
Interest income	42	154
Interest expense	(20,945)	(32,250)
Income before provision for income taxes	$ 54,622	$ 34,799

3. Earnings Per Share

	Fiscal Quarter Ended	
	March 24, 2013	March 25, 2012
Net income available to common stockholders – basic and diluted	$ 34,420	$ 20,742
Basic weighted average number of shares	55,746,790	56,957,875
Earnings per share – basic	$ 0.62	$ 0.36
Diluted weighted average number of shares	58,224,408	59,660,962
Earnings per share – diluted	$ 0.59	$ 0.35

The denominator used in calculating diluted earnings per share for the first quarter of 2013 does not include 466,920 options to purchase common stock and the denominator used in calculating diluted earnings per share for the first quarter of 2012 does not include 170,330 options to purchase common stock, as the effect of including these options would have been anti-dilutive.

4. Stockholders' Deficit

The following table summarizes changes in Stockholders' Deficit for the first quarter of 2013.

	Common Stock		Additional Paid-in Capital	Retained Deficit	Accumulated Other Comprehensive Loss
	Shares	Amount			
Balance at December 30, 2012	56,313,249	$ 563	$ 1,664	$(1,335,364)	$ (2,386)
Net income	—	—	—	34,420	—
Common stock dividends	—	—	—	(11,263)	—
Issuance of common stock, net	220,570	2	—	—	—
Common stock effectively repurchased for required employee tax withholdings	(55,990)	(1)	(2,655)	—	—
Purchases of common stock	(362,899)	(3)	(8,725)	(9,291)	—
Exercise of stock options	153,290	2	1,526	—	—
Tax impact from equity-based compensation	—	—	2,574	—	—
Non-cash compensation expense	—	—	5,616	—	—
Currency translation adjustment, net of tax	—	—	—	—	(51)
Balance at March 24, 2013	56,268,220	$ 563	$ —	$(1,321,498)	$ (2,437)

5. Accumulated Other Comprehensive Loss

In 2013, the Company adopted Accounting Standards Update 2013-02, *Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income*, which requires an entity to present either on the face of the statement where net income is presented or in the notes to the financial statements, significant amounts reclassified out of accumulated other comprehensive income (loss) by the respective line items of net income.

The approximately $2.4 million of accumulated other comprehensive loss at both March 24, 2013 and December 30, 2012 represents currency translation adjustments, net of tax. During the first quarter of 2012, we reclassified $0.8 million of losses related to a derivative instrument from accumulated other comprehensive loss to interest expense within the consolidated statement of income. The related income tax effect of $0.3 million was classified to income tax expense in the consolidated statement of income. There were no reclassifications out of accumulated other comprehensive loss to net income in the first quarter of 2013.

6. Open Market Share Repurchase Program

During the first quarter of 2013, the Company repurchased and retired 362,899 shares of common stock for a total of approximately $18.0 million. As of March 24, 2013, the Company had approximately $134.4 million remaining for future share repurchases under its Board of Directors approved $200.0 million open market share repurchase program. Subsequent to the first quarter of 2013, the Company repurchased and retired an additional 32,205 shares of common stock for a total cost of approximately $1.6 million. The Company did not repurchase any of its common stock in the first quarter of 2012.

7. Fair Value Measurements

Fair value measurements enable the reader of the financial statements to assess the inputs used to develop those measurements by establishing a hierarchy for ranking the quality and reliability of the information used to determine fair values. The Company classifies and discloses assets and liabilities carried at fair value in one of the following three categories:

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

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

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

The fair values of the Company's cash equivalents and investments in marketable securities are based on quoted prices in active markets for identical assets. The following tables summarize the carrying amounts and fair values of certain assets at March 24, 2013 and December 30, 2012:

	At March 24, 2013			
		Fair Value Estimated Using		
	Carrying Amount	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Cash equivalents	$62,473	$62,473	$ —	$ —
Restricted cash equivalents	51,331	51,331	—	—
Investments in marketable securities	2,329	2,329	—	—

	At December 30, 2012			
		Fair Value Estimated Using		
	Carrying Amount	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Cash equivalents	$44,531	$44,531	$ —	$ —
Restricted cash equivalents	50,591	50,591	—	—
Investments in marketable securities	2,097	2,097	—	—

At March 24, 2013, the Company estimates that the $1.55 billion in principal amount of outstanding fixed rate notes had a fair value of approximately $1.75 billion, and at December 30, 2012 the $1.56 billion in principal amount of outstanding fixed rate notes had a fair value of approximately $1.73 billion. The fixed rate notes are classified as a Level 2 measurement, 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 here are not necessarily indicative of the amount that the Company or the debtholders could realize in a current market exchange. The use of different assumptions and/or estimation methodologies may have a material effect on the estimated fair value.

8. Dividends

During the first quarter of 2013, the Company's Board of Directors initiated a $0.20 per share regular quarterly dividend on its outstanding common stock. The Company recorded $11.1 million of dividends payable during the first quarter of 2013, which was subsequently paid on March 29, 2013. Additionally, during the first quarter of 2013, the Company recorded an estimated $0.2 million of dividends payable for payments to be made as certain performance-based restricted stock grants vest in the future.

On April 23, 2013, the Company's Board of Directors declared a $0.20 per share quarterly dividend on its outstanding common stock for shareholders of record as of June 14, 2013 to be paid on June 28, 2013.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.
(Unaudited; tabular amounts in millions, except percentages and store data)

The 2013 and 2012 first quarters referenced herein represent the twelve-week periods ended March 24, 2013 and March 25, 2012, respectively.

Overview

We are the number one pizza delivery company in the United States based on reported consumer spending, and the second largest pizza company in the world based on number of units. We operate through a primarily franchised network of stores, located in all 50 states and in more than 70 international markets, as well as Company-owned stores, all of which are in the United States. In addition, we operate regional dough manufacturing and supply chain centers in the United States and Canada.

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

	First Quarter of 2013		First Quarter of 2012	
Global retail sales growth	9.4%		6.1%	
Same store sales growth:				
Domestic Company-owned stores	5.0%		1.6%	
Domestic franchise stores	6.3%		2.1%	
Domestic stores	6.2%		2.0%	
International stores	6.5%		4.7%	
Store counts (at end of period):				
Domestic Company-owned stores	388		387	
Domestic franchise stores	4,535		4,511	
Domestic stores	4,923		4,898	
International stores	5,407		4,912	
Total stores	10,330		9,810	
Income statement data:				
Total revenues	$417.6	100.0%	$384.6	100.0%
Cost of sales	287.8	68.9%	269.9	70.2%
General and administrative	54.3	13.0%	47.8	12.4%
Income from operations	75.5	18.1%	66.9	17.4%
Interest expense, net	(20.9)	(5.0)%	(32.1)	(8.4)%
Income before provision for income taxes	54.6	13.1%	34.8	9.0%
Provision for income taxes	20.2	4.9%	14.1	3.6%
Net income	$ 34.4	8.2%	$ 20.7	5.4%

During the first quarter of 2013, domestic same store sales increases were driven by our continued consumer offerings of higher quality food at value pricing, increased advertising to support our first quarter promotions that had high advertising scores, and incremental sales from New Year's Eve and New Year's Day that fell within the quarter this year. Internationally, we continued to have robust same store sales, which benefited from the inclusion of New Year's Eve and New Year's Day in the current year quarter, and store growth, as we opened a net 80 stores during the quarter. We believe that our strong global brand, quality and affordable food offerings, combined with our operators and innovative technology all contributed to our results during the first quarter of 2013. We intend to further grow our business by continuing to focus on operational excellence, effective promotions, industry-leading technology platforms and delivering high quality food and service to our customers.

Global retail sales, which are total retail sales at franchise and Company-owned stores worldwide, increased 9.4% in the first quarter of 2013. This increase was driven primarily by domestic and international same store sales growth, as well as an increase in our worldwide franchise store counts during the trailing four quarters. This was offset, in part, by the negative impact of foreign currency exchange rates. Domestic same store sales growth reflected the sustained positive sales trends and the continued success of our products and promotions. International same store sales growth reflected continued strong performance in the markets where we compete. Additionally, the Company estimates that the same store sales increases for its domestic and international stores were each positively impacted by approximately 1% from having New Year's Eve and New Year's Day in its first quarter 2013 results. Fiscal 2012 began on January 2, 2012 and, therefore, did not include sales from these days in the same store sales results in the first quarter of 2012.

Revenues increased $33.0 million, up 8.6% in the first quarter of 2013. This increase was due primarily to higher domestic supply chain revenues attributable to higher volumes from increased order counts, combined with higher cheese and other commodity prices, higher domestic franchise and Company-owned store revenues, and higher international revenues attributable to same store sales and store count growth. 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 described in more detail below.

Income from operations increased $8.6 million, up 12.9% in the first quarter of 2013. This increase was driven primarily by higher royalty revenues from both domestic and international franchise stores, higher supply chain margins and higher domestic Company-owned store margins. These increases were offset, in part, by the negative impact of the changes in foreign currency exchange rates and higher general and administrative expenses.

Net income increased $13.7 million, up 65.9% in the first quarter of 2013. The increase was driven in part by domestic and international same store sales growth, international store count growth, higher supply chain margins and higher domestic Company-owned store margins and was offset in part by changes in foreign currency exchange rates. Additionally, during the first quarter of 2012, the Company incurred approximately $6.5 million of net after-tax expenses in connection with the 2012 recapitalization and recorded a valuation allowance on a deferred tax asset of approximately $0.9 million.

Revenues

	First Quarter of 2013		First Quarter of 2012	
Domestic Company-owned stores	$ 81.1	19.4%	$ 77.6	20.2%
Domestic franchise	51.3	12.3%	45.2	11.7%
Domestic supply chain	231.5	55.4%	214.1	55.7%
International	53.7	12.9%	47.6	12.4%
Total revenues	$417.6	100.0%	$384.6	100.0%

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

Domestic Stores Revenues

	First Quarter of 2013		First Quarter of 2012	
Domestic Company-owned stores	$ 81.1	61.2%	$ 77.6	63.2%
Domestic franchise	51.3	38.8%	45.2	36.8%
Domestic stores	$132.4	100.0%	$122.8	100.0%

Domestic stores revenues increased $9.6 million, up 7.8% in the first quarter of 2013. This increase was due primarily to higher domestic Company-owned same store sales and royalty revenues earned on higher franchise same store sales. These changes in domestic stores revenues are more fully described below.

Domestic Company-Owned Stores Revenues

Revenues from domestic Company-owned store operations increased $3.5 million, up 4.5% in the first quarter of 2013. This increase was due primarily to higher same store sales during the first quarter of 2013. Domestic Company-owned same store sales increased 5.0% in the first quarter of 2013, compared to an increase of 1.6% in the first quarter of 2012.

Domestic Franchise Revenues

Revenues from domestic franchise operations increased $6.1 million, up 13.5% in the first quarter of 2013. This increase was due primarily to higher domestic franchise same store sales and to a lesser extent, an increase in the average number of domestic franchise stores open during 2013. Domestic franchise same store sales increased 6.3% in the first quarter of 2013, compared to an increase of 2.1% in the first quarter of 2012. Additionally, during the first quarter of 2013, we contracted with a third party to manage our gift card program. In connection with this program change, we refined our assessment of our gift card liability and recorded approximately $2.6 million of domestic franchise revenue and reimbursed approximately $1.8 million to our national advertising fund, as discussed further below in general and administrative expenses.

Domestic Supply Chain Revenues

Revenues from domestic supply chain operations increased $17.4 million, up 8.1% in the first quarter of 2013. This increase was due primarily to higher volumes as a result of increased order counts at the store level, higher overall commodity prices, including cheese, and a change in the mix of products sold. The published cheese block price-per-pound averaged $1.67 in the first quarter of 2013, up from $1.52 in the comparable period in 2012. We estimate that the higher cheese block price resulted in an approximate $3.0 million increase in domestic supply chain revenues during the quarter.

International Revenues

	First Quarter of 2013		First Quarter of 2012	
International royalty and other	$29.9	55.7%	$26.0	54.7%
International supply chain	23.8	44.3%	21.6	45.3%
International	$53.7	100.0%	$47.6	100.0%

International revenues primarily consist of royalties from our international franchise stores and international supply chain sales. Revenues from international operations increased $6.1 million, up 12.7% in the first quarter of 2013. These increases were due primarily to higher international royalty and other revenues as well as higher international supply chain revenues, offset in part by the negative impact of changes in foreign currency exchange rates, as discussed below.

Revenues from international royalties and other revenues increased $3.9 million, up 14.7% in the first quarter of 2013. This increase was due primarily to higher same store sales and more international stores being open during 2013, offset in part by the negative impact of changes in foreign currency exchange rates of approximately $0.5 million. On a constant dollar basis (which excludes the impact of foreign currency exchange rates), same store sales increased 6.5% in the first quarter of 2013, compared to an increase of 4.7% in the first quarter of 2012. On a historical dollar basis (which includes the impact of foreign currency exchange rate changes), same store sales increased 4.5% in the first quarter of 2013, compared to an increase of 2.9% in the first quarter of 2012. The variance in our same store sales on a constant dollar basis versus a historical dollar basis in 2013 was caused by the stronger dollar when compared to the currencies in the international markets in which we compete.

Revenues from international supply chain operations increased $2.2 million, up 10.3% in the first quarter of 2013 due primarily to higher volumes.

Cost of Sales / Operating Margin

	First Quarter of 2013		First Quarter of 2012	
Total revenues	$417.6	100.0%	$384.6	100.0%
Total cost of sales	287.8	68.9%	269.9	70.2%
Operating margin	$129.8	31.1%	$114.6	29.8%

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

The operating margin, which we define as total revenues less total cost of sales, increased $15.2 million, up 13.2% in the first quarter of 2013. This increase in the operating margin was due primarily to higher domestic and international franchise revenues, higher supply chain margins and higher margins at our Company-owned stores. Franchise revenues do not have a cost of sales component and, as such, changes in franchise revenues have a disproportionate effect on the operating margin.

As a percentage of revenues, the operating margin increased 1.3 percentage points in the first quarter of 2013. This increase was due primarily to a change in our mix of revenues, higher supply chain margins and higher Company-owned stores operating margins, offset in part by higher overall commodity prices, including cheese.

As indicated above, the operating margin as a percentage of total revenues was negatively impacted by higher cheese costs. Cheese price changes are a "pass-through" in domestic supply chain revenues and cost of sales and, as such, have no impact on the related operating margin as measured in dollars. However, cheese price changes do impact operating margin when measured as a percentage of revenues. For example, if the 2013 average cheese prices had been in effect during 2012, the impact on supply chain margins would have caused the operating margin for the first quarter of 2012 to be approximately 29.6% of total revenues versus the reported 29.8%. However, the dollar margins for those same periods would have been unaffected.

Domestic Company-Owned Stores Operating Margin

Domestic Company-Owned Stores	First Quarter of 2013		First Quarter of 2012	
Revenues	$81.1	100.0%	$77.6	100.0%
Cost of sales	61.3	75.6%	59.3	76.4%
Store operating margin	$19.8	24.4%	$18.3	23.6%

The domestic Company-owned store operating margin, which does not include certain store-level costs such as royalties and advertising, increased $1.5 million, up 8.1% in the first quarter of 2013. This increase was due primarily to higher same store sales.

As a percentage of store revenues, the store operating margin increased 0.8 percentage points in the first quarter of 2013. Labor and related costs decreased 0.6 percentage points to 28.1% in the first quarter of 2013 due primarily to leveraging the higher sales per store. Occupancy costs (which include rent, telephone, utilities and depreciation) decreased 0.5 percentage points to 8.7% in the first quarter of 2013 due primarily to the positive impact of higher sales per store during the first quarter of 2013, and to a lesser extent, lower utilities and depreciation costs per store. Insurance costs decreased 0.4 percentage points to 2.9% in the first quarter of 2013 due to better experience. Food costs increased 1.0 percentage point to 27.7% in the first quarter of 2013 due primarily to higher cheese and other commodity prices. The cheese block price per pound averaged $1.67 in the first quarter of 2013 compared to $1.52 in the first quarter of 2012.

Domestic Supply Chain Operating Margin

Domestic Supply Chain	First Quarter of 2013		First Quarter of 2012	
Revenues	$231.5	100.0%	$214.1	100.0%
Cost of sales	205.4	88.7%	191.5	89.4%
Supply Chain operating margin	$ 26.1	11.3%	$ 22.6	10.6%

The domestic supply chain operating margin increased $3.5 million, up 15.6% in the first quarter of 2013, due primarily to higher volumes resulting from higher order counts at the store level and a change in the mix of the products sold.

As a percentage of supply chain revenues, the supply chain operating margin increased 0.7 percentage points in the first quarter of 2013, due primarily to the positive impact of product mix and higher volumes, offset in part by higher commodity costs. Increases in certain food prices have a negative effect on the domestic supply chain operating margin percent due to the fixed dollar margin earned by domestic supply chain on certain food items. Had the 2013 cheese prices been in effect during 2012, the domestic supply chain operating margin as a percentage of domestic supply chain revenues would have been approximately 10.4% for the first quarter of 2012 versus the reported 10.6%. However, the dollar margins for those same periods would have been unaffected.

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General and Administrative Expenses

General and administrative expenses increased $6.5 million, up 13.7% in the first quarter of 2013. General and administrative expenses include a reimbursement of approximately $1.8 million during the first quarter of 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, as well as an increase in non-cash compensation expense of $1.3 million and an increase in variable performance-based compensation expenses of approximately $1.2 million. Additionally, we continued our investments in technology and international initiatives, which also increased general and administrative expenses during the quarter compared to the prior year quarter.

Interest Expense

Interest expense decreased $11.3 million to $20.9 million in the first quarter of 2013. This decrease was due primarily to approximately $10.2 million of additional interest expense incurred in the first quarter of 2012 related to the 2012 recapitalization, primarily the write-off of deferred financing fees in connection with the retirement of our previous debt facility.

The Company's cash borrowing rate was 5.3% during the first quarter of 2013, 0.7 percentage points lower than the first quarter in 2012, due primarily to the completion of the 2012 recapitalization during the first quarter of 2012. The Company's average outstanding debt balance, excluding capital lease obligations, decreased slightly to $1.55 billion in the first quarter of 2013 compared to $1.60 billion in the first quarter of 2012.

Provision for Income Taxes

Provision for income taxes increased $6.1 million to $20.2 million in the first quarter of 2013, due primarily to higher pre-tax income. The effective tax rate decreased 3.4 percentage points to 37.0% during the first quarter of 2013, from 40.4% in the comparable period in 2012. The 40.4% effective rate in the first quarter of 2012 was due primarily to a valuation allowance recorded on a deferred tax asset of approximately $0.9 million.

Summary of Recapitalization Expenses

The following table presents total recapitalization-related expenses incurred during the first quarter of 2012. These pre-tax expenses affect comparability between the periods presented for 2013 and 2012.

(in millions)	First Quarter of 2012
2012 recapitalization expenses:	
General and administrative expenses (1)	$ 0.3
Additional interest expense (2)	10.2
Total of 2012 recapitalization expenses (pre-tax)	$ 10.5
Total of 2012 recapitalization expenses (after-tax)	$ 6.5

(1) Primarily includes stock compensation expenses, payroll taxes related to the payments made to certain stock option holders, legal and professional fees incurred in connection with the recapitalization.

(2) Primarily includes the write-off of deferred financing fees. 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 borrowings, essentially paying interest on both the 2007 and 2012 facilities for a period of time.

Liquidity and Capital Resources

As of March 24, 2013, we had working capital of $23.6 million, excluding restricted cash and cash equivalents of $61.4 million, and including unrestricted cash and cash equivalents of $75.1 million. 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 servicing our debt obligations, investing in our business and repurchasing our common stock, all of which are generally funded by ongoing cash flows from operations, also reduce our working capital amounts. As of March 24, 2013, we had approximately $39.8 million of restricted cash held for future principal and interest payments, $21.3 million of restricted cash held in a three month interest reserve as required by the related debt agreements and $0.3 million of other restricted cash, for a total of $61.4 million of restricted cash and cash equivalents.

As of March 24, 2013, we had approximately $1.55 billion of long-term debt, of which $24.2 million was classified as a current liability. Additionally, as of March 24, 2013, we had $37.8 million of outstanding letters of credit and $62.2 million of available capacity under our $100.0 million variable funding notes. The letters of credit are primarily related to our casualty insurance programs and supply chain center leases. Borrowings under the variable funding notes are available to fund our working capital requirements, capital expenditures and other general corporate purposes. Our primary source of liquidity is cash flows from operations and availability of borrowings under our variable funding notes.

The Company used cash of approximately $18.0 million during the first quarter of 2013 for the repurchase and retirement of 362,899 shares of common stock. As of March 24, 2013, we had approximately $134.4 million remaining for future share repurchases under the current Board of Directors approved $200.0 million open market share repurchase program. Subsequent to the first quarter of 2013, the Company repurchased and retired an additional 32,205 shares of common stock for a total of approximately $1.6 million. We continue to maintain our flexibility 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 for, among other things, the repurchase of shares under the current authorized program, the payment of dividends and other corporate uses.

During the first quarter of 2013, the Company's Board of Directors initiated a $0.20 per share regular quarterly dividend on its outstanding common stock. The Company recorded $11.1 million of dividends payable during the first quarter of 2013, which was subsequently paid on March 29, 2013. Additionally, during the first quarter of 2013, the Company recorded an estimated $0.2 million of dividends payable for payments to be made as certain performance-based restricted stock grants vest in the future. On April 23, 2013, the Company's Board of Directors declared a $0.20 per share quarterly dividend for shareholders of record as of June 14, 2013 to be paid on June 28, 2013.

During the first quarter of 2013, we experienced strong increases in both domestic and international same store sales versus the comparable periods in the prior year. Additionally, our international business continued to grow store counts in the first quarter of 2013. Both domestic supply chain and Company-owned stores produced higher margins versus the first quarter of 2012. These factors have contributed to our continued ability to generate positive operating cash flows. We expect to use our unrestricted cash and cash equivalents, 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, service our indebtedness, pay dividends and repurchase our common stock. We have historically funded our working capital requirements, capital expenditures, debt repayments and repurchases of common stock primarily from our cash flows from operations and, when necessary, our available borrowings under variable funding note facilities. The Company believes its current unrestricted cash and cash equivalents balance and its expected ongoing cash flows from operations will be sufficient to fund operations for at least the next twelve months. We did not have any material commitments for capital expenditures as of March 24, 2013.

Cash provided by operating activities was $47.6 million in the first quarter of 2013 and $20.2 million in the first quarter of 2012. The $27.4 million increase was due primarily to a $17.5 million net change in operating assets and liabilities, due primarily to the timing of payments of current operating liabilities. Cash provided by operating activities was also positively impacted by a $9.9 million increase in net income, excluding non-cash adjustments versus the prior year period, resulting primarily from our improved operating performance.

Cash used in investing activities was $4.3 million in the first quarter of 2013 and cash provided by investing activities was $42.5 million in the first quarter of 2012. The $46.8 million change was due primarily to a $46.7 million change in restricted cash and cash equivalents driven by lower restricted cash reserve requirements as a result of the 2012 recapitalization.

Cash used in financing activities was $23.1 million in the first quarter of 2013 and cash provided by financing activities was $102.6 million in the first quarter of 2012. The $125.7 million change was due primarily to $1.6 billion of proceeds from issuance of the 2012 debt facility offset by $1.4 billion of repayments of the 2007 debt facilities and $31.2 million of cash paid for financing costs, all of which resulted from our 2012 recapitalization. During the first quarter of 2013, $18.0 million of cash was used to repurchase shares of the Company's common stock and no repurchases were made during the first quarter of 2012.

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

Forward-Looking Statements

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

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Market Risk

The Company is exposed to market risk from interest rate changes on our variable rate debt, which consists of variable funding note borrowings that are outstanding from time to time. The Company actively monitors this exposure when present. As of March 24, 2013, we had no outstanding variable funding note borrowings and $62.2 million available for borrowing, which is net of letters of credit of $37.8 million. Our outstanding fixed rate notes, which comprise substantially all of our outstanding borrowings, contain fixed interest rates until January 2019. We do not engage in speculative transactions nor do we hold or issue financial instruments for trading purposes.

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

The Company is exposed to various foreign currency exchange rate fluctuations for revenues generated by operations outside the United States, which can adversely impact net income and cash flows. Total revenues of approximately 12.9% in the first quarter of 2013 and 12.4% in the first quarter of 2012 were derived from sales to customers and royalties from franchisees outside the contiguous United States. This business is conducted in the local currency but royalty payments are generally remitted to us in U.S. 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 in each of our top ten international markets, based on store count, would have resulted in a negative impact on royalty revenues of approximately $2.2 million in the first quarter of 2013.

Item 4. Controls and Procedures.

Management, with the participation of the Company’s President and Chief Executive Officer, J. Patrick Doyle, and Executive Vice President and Chief Financial Officer, Michael T. Lawton, performed an evaluation of the effectiveness of the Company’s disclosure controls and procedures (as that term is defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended) as of the end of the period covered by this report. Based on that evaluation, Mr. Doyle and Mr. Lawton concluded that the Company’s disclosure controls and procedures were effective.

During the quarterly period ended March 24, 2013, there were no changes in the Company’s internal controls over financial reporting that have materially affected or are reasonably likely to materially affect the Company’s internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings.

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

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

Item 1A. Risk Factors.

There have been no material changes in the risk factors previously disclosed in the Company's Form 10-K for the fiscal year ended December 30, 2012.

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

c. Purchases of Equity Securities by the Issuer and Affiliated Purchasers.

Period	(a) Total Number of Shares Purchased (1)	(b) Average Price Paid per Share	(c) Total Number of Shares Purchased as Part of Publicly Announced Program (2)	(d) Maximum Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program
Period #1 (December 31, 2012 to January 27, 2013)	1,492	$ 43.55	—	$ 152,378,451
Period #2 (January 28, 2013 to February 24, 2013)	7,315	46.58	—	152,378,451
Period #3 (February 25, 2013 to March 24, 2013)	365,404	49.64	362,899	134,360,169
Total	374,211	$ 49.55	362,899	$ 134,360,169

(1) Includes 11,312 shares purchased as part of the Company's employee stock purchase discount plan. During the first quarter, the shares were purchased at an average price of $46.41. All of the remaining shares presented were purchased pursuant to the publicly announced program.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

None.

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Item 6. Exhibits.

Exhibit Number	Description
10.1	Employment agreement dated as of March 8, 2013 between Domino’s Pizza LLC and J. Patrick Doyle.
31.1	Certification by J. Patrick Doyle pursuant to Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, relating to Domino’s Pizza, Inc.
31.2	Certification by Michael T. Lawton pursuant to Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, relating to Domino’s Pizza, Inc.
32.1	Certification by J. Patrick Doyle pursuant to Section 1350, Chapter 63 of Title 18, United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, relating to Domino’s Pizza, Inc.
32.2	Certification by Michael T. Lawton 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.

* In accordance with Regulation S-T, the XBRL-related information in Exhibit 101 to this Quarterly Report on Form 10-Q shall be deemed to be “furnished” and not “filed.”

SIGNATURES

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

DOMINO'S PIZZA, INC.
(Registrant)

Date: April 30, 2013

/s/ Michael T. Lawton
Michael T. Lawton
Chief Financial Officer

Exhibit 10.1

EXECUTION COPY

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made as of March 8, 2013 effective as of March 8,2013 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 employment as President and Chief Executive Officer of the Company, effective as of March 8, 2013 (the "Effective Date").

2. Term. Subject to earlier termination as hereafter provided, the Executive shall be employed hereunder for a term commencing on the Effective Date and ending on March 1, 2016. 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 $875,500 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-I, 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 40I(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 thirty-five (35) hours per calendar year (the "Yearly Aircraft Hours"). It is recognized that travel by the Executive on Company or other private aircraft is required for security purposes and, as such, all uses by the Executive shall constitute business use of the aircraft and shall not be subject to reimbursement by the Executive. The Company shall provide additional payments to the Executive on a fully grossed up basis to cover applicable federal, state and local income and excise taxes, when and to the extent, if any, that such taxes are payable by the Executive, including, without limitation, any tax imposed by Section 4999 of the Code or any similar tax, with respect to the foregoing aircraft usage. Such reimbursement for taxes shall be paid to the Executive by the Company within five (5) business days after receipt of acceptable substantiation by the Company; provided, that the tax payments or reimbursements to the Executive shall in all events be paid no later than the end of the Executive's taxable year next following the taxable year in which the taxes are remitted by the Executive to the Internal Revenue Service or any other applicable taxing authority. For personal use of the Company or other private aircraft in excess of the Yearly Aircraft Hours, the Executive shall be subject to a usage level and cost to be negotiated with the Board from time to time at rates in accordance with Standard Industrial Fare Level rates stipulated by the U.S. Department of Transportation or in the Time Sharing Agreement dated February 25, 2010, as may be amended from time to time, between the Executive and Domino's Pizza LLC or any subsequent Time Sharing Agreement between the Executive and Domino's Pizza LLC.

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

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

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

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

5.2. Disability.

5.2.1. In the event the Executive incurs a disability that prevents him from performing his duties as President and Chief Executive Officer during the term of the Agreement, the Executive shall continue to receive his Base Salary in accordance with Sub-Section 4.1 and to receive benefit plan coverage in accordance with Sub-Section 4.5, to the extent permitted by the then-current terms of the applicable benefit plans, until the Executive becomes eligible for commencement of disability income benefits under any disability income plan maintained by the Company or 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 1/2) months after the end of the year in which earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such termination (pro-rated in accordance with Sub-Section 4.2), plus any vested, outstanding equity grants under the Company's Stock Plan.

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

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

6.1. Delayed Payments for Specified Employees. Notwithstanding the provisions of Section 5 above, if the Executive is a "specified employee" as defined in Code Section 409A, determined in accordance with the methodology established by the Company as in effect on the Executive's termination (a "Specified Employee"), amounts 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(t)(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 Counselor 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 and Chief Financial Officer

THE EXECUTIVE:

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

Exhibit 3.2

J. PATRICK DOYLE
CURRENT ACTIVITIES
March 2013

- G & K Services, Inc. – Board of Directors
- Business Leaders of Michigan – Board of Directors

Exhibit 4.2

DOMINO'S PIZZA SENIOR EXECUTIVE ANNUAL INCENTIVE PLAN

Exhibit A-I

STOCK PLAN

Exhibit A-2

FORM OF OPTION AGREEMENT

<u>ExhibitA-3</u>

FORM OF PERFORMANCE SHARE AWARD AGREEMENT

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.

EXHIBIT 31.1

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

I, J. Patrick Doyle certify that:

1. I have reviewed this quarterly report on Form 10-Q of Domino's Pizza, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

April 30, 2013
Date

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

EXHIBIT 31.2

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

I, Michael T. Lawton, certify that:

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

April 30, 2013	/s/ Michael T. Lawton
Date	Michael T. Lawton
	Chief Financial Officer

Exhibit 32.1

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

In connection with the Quarterly Report of Domino’s Pizza, Inc. (the “Company”) on Form 10-Q for the period ended March 24, 2013, as filed with the Securities and Exchange Commission (the “Report”), I, J. Patrick Doyle, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that based on my knowledge:

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

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

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

Dated: April 30, 2013

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

EXHIBIT 32.2

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

In connection with the Quarterly Report of Domino’s Pizza, Inc. (the “Company”) on Form 10-Q for the period ended March 24, 2013, as filed with the Securities and Exchange Commission (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
Michael T. Lawton
Chief Financial Officer

Dated: April 30, 2013

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.