
**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 27, 2011

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)

30 Frank Lloyd Wright Drive
Ann Arbor, Michigan
(Address of Principal Executive Offices)

38-2511577
(I.R.S. Employer
Identification No.)

48106
(Zip Code)

(734) 930-3030

(Registrant's Telephone Number, Including Area Code)

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

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

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>

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 28, 2011, Domino's Pizza, Inc. had 61,736,064 shares of common stock, par value \$0.01 per share, outstanding.

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Domino's Pizza, Inc.

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Condensed Consolidated Balance Sheets
(Unaudited)**

(In thousands)	March 27, 2011	January 2, 2011 (Note)
Assets		
Current assets:		
Cash and cash equivalents	\$ 92,584	\$ 47,945
Restricted cash and cash equivalents	84,763	85,530
Accounts receivable	83,848	80,410
Inventories	29,643	26,998
Notes receivable	1,343	1,509
Prepaid expenses and other	7,718	9,760
Advertising fund assets, restricted	27,267	36,134
Deferred income taxes	11,873	16,752
Total current assets	<u>339,039</u>	<u>305,038</u>
Property, plant and equipment:		
Land and buildings	23,223	23,211
Leasehold and other improvements	81,106	83,451
Equipment	173,965	175,125
Construction in progress	3,721	4,028
	<u>282,015</u>	<u>285,815</u>
Accumulated depreciation and amortization	(188,050)	(188,431)
Property, plant and equipment, net	93,965	97,384
Other assets:		
Deferred financing costs	11,427	12,274
Goodwill	16,935	17,356
Capitalized software	7,767	7,788
Other assets	12,804	12,351
Deferred income taxes	5,492	8,646
Total other assets	<u>54,425</u>	<u>58,415</u>
Total assets	<u>\$ 487,429</u>	<u>\$ 460,837</u>
Liabilities and stockholders' deficit		
Current liabilities:		
Current portion of long-term debt	\$ 829	\$ 835
Accounts payable	63,305	56,602
Insurance reserves	14,884	13,767
Advertising fund liabilities	27,267	36,134
Other accrued liabilities	64,864	78,788
Total current liabilities	<u>171,149</u>	<u>186,126</u>
Long-term liabilities:		
Long-term debt, less current portion	1,451,103	1,451,321
Insurance reserves	15,129	17,438
Other accrued liabilities	17,794	16,603
Total long-term liabilities	<u>1,484,026</u>	<u>1,485,362</u>
Stockholders' deficit:		
Common stock	617	601
Additional paid-in capital	61,224	45,532
Retained deficit	(1,226,933)	(1,254,044)
Accumulated other comprehensive loss	(2,654)	(2,740)
Total stockholders' deficit	<u>(1,167,746)</u>	<u>(1,210,651)</u>
Total liabilities and stockholders' deficit	<u>\$ 487,429</u>	<u>\$ 460,837</u>

Note: The balance sheet at January 2, 2011 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 27, 2011	March 28, 2010
Revenues:		
Domestic Company-owned stores	\$ 82,734	\$ 88,206
Domestic franchise	44,045	41,943
Domestic supply chain	216,566	212,530
International	45,841	38,452
Total revenues	<u>389,186</u>	<u>381,131</u>
Cost of sales:		
Domestic Company-owned stores	65,582	69,266
Domestic supply chain	192,346	187,347
International	19,652	16,524
Total cost of sales	<u>277,580</u>	<u>273,137</u>
Operating margin	111,606	107,994
General and administrative	46,494	50,453
Income from operations	65,112	57,541
Interest income	80	30
Interest expense	(21,457)	(24,153)
Other	—	6,144
Income before provision for income taxes	43,735	39,562
Provision for income taxes	16,624	15,043
Net income	<u>\$ 27,111</u>	<u>\$ 24,519</u>
Earnings per share:		
Common stock – basic	\$ 0.46	\$ 0.42
Common stock – diluted	0.43	0.41

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 27, 2011	March 28, 2010
Cash flows from operating activities:		
Net income	\$ 27,111	\$ 24,519
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	5,606	5,503
Gains on debt extinguishment	—	(6,144)
(Gains) losses on sale/disposal of assets	(1,624)	234
Amortization of deferred financing costs, debt discount and other	1,424	2,544
Provision for deferred income taxes	9,033	675
Non-cash compensation expense	3,008	3,344
Other	556	(556)
Changes in operating assets and liabilities	(17,305)	2,260
Net cash provided by operating activities	<u>27,809</u>	<u>32,379</u>
Cash flows from investing activities:		
Capital expenditures	(3,870)	(5,146)
Proceeds from sale of assets	3,249	1,077
Changes in restricted cash	767	5,133
Other	148	396
Net cash provided by investing activities	<u>294</u>	<u>1,460</u>
Cash flows from financing activities:		
Proceeds from issuance of long-term debt	—	2,861
Repayments of long-term debt and capital lease obligations	(226)	(54,024)
Proceeds from issuance of common stock	435	1,336
Proceeds from exercise of stock options	16,827	1,462
Tax impact of stock options and restricted stock	6,624	331
Purchase of common stock	(5,839)	—
Tax payments for restricted stock	(1,171)	(174)
Net cash provided by (used in) financing activities	<u>16,650</u>	<u>(48,208)</u>
Effect of exchange rate changes on cash and cash equivalents	(114)	(33)
Change in cash and cash equivalents	44,639	(14,402)
Cash and cash equivalents, at beginning of period	47,945	42,392
Cash and cash equivalents, at end of period	<u>\$ 92,584</u>	<u>\$ 27,990</u>

See accompanying notes.

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1. Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States for complete financial statements. For further information, refer to the consolidated financial statements and footnotes for the fiscal year ended January 2, 2011 included in our annual report on Form 10-K.

In the opinion of management, all adjustments, consisting of normal recurring items, considered necessary for a fair presentation have been included. Operating results for the fiscal quarter ended March 27, 2011 are not necessarily indicative of the results that may be expected for the fiscal year ending January 1, 2012.

2. Comprehensive Income

	<u>Fiscal Quarter Ended</u>	
	<u>March 27,</u>	<u>March 28,</u>
	<u>2011</u>	<u>2010</u>
Net income	\$ 27,111	\$ 24,519
Reclassification adjustment for losses included in net income, net of tax	358	623
Currency translation adjustment, net of tax	(272)	(14)
Comprehensive income	<u>\$ 27,197</u>	<u>\$ 25,128</u>

3. 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 management allocates resources to its segments and which we refer to as Segment Income, for each of our reportable segments.

	<u>Fiscal Quarters Ended March 27, 2011 and March 28, 2010</u>					
	<u>Domestic</u>	<u>Domestic</u>	<u>International</u>	<u>Intersegment</u>	<u>Other</u>	<u>Total</u>
	<u>Stores</u>	<u>Supply Chain</u>		<u>Revenues</u>		
Revenues –						
2011	\$ 126,779	\$ 240,161	\$ 45,841	\$ (23,595)	\$ —	\$ 389,186
2010	130,149	237,831	38,452	(25,301)	—	381,131
Income from operations –						
2011	\$ 38,962	\$ 18,167	\$ 21,449	N/A	\$ (13,466)	\$ 65,112
2010	37,357	17,909	16,823	N/A	(14,548)	57,541
Segment Income –						
2011	\$ 39,739	\$ 19,887	\$ 20,862	N/A	\$ (8,386)	\$ 72,102
2010	39,459	19,654	16,919	N/A	(9,410)	66,622

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

	Fiscal Quarter Ended	
	March 27, 2011	March 28, 2010
Total Segment Income	\$ 72,102	\$ 66,622
Depreciation and amortization	(5,606)	(5,503)
Gains (losses) on sale/disposal of assets	1,624	(234)
Non-cash compensation expense	(3,008)	(3,344)
Income from operations	65,112	57,541
Interest income	80	30
Interest expense	(21,457)	(24,153)
Other	—	6,144
Income before provision for income taxes	\$ 43,735	\$ 39,562

4. Earnings Per Share

	Fiscal Quarter Ended	
	March 27, 2011	March 28, 2010
Net income available to common stockholders – basic and diluted	\$ 27,111	\$ 24,519
Basic weighted average number of shares	59,410,513	57,974,968
Earnings per share – basic	\$ 0.46	\$ 0.42
Diluted weighted average number of shares	62,340,128	59,731,959
Earnings per share – diluted	\$ 0.43	\$ 0.41

The denominator in calculating diluted earnings per share for common stock for the first quarter of 2011 does not include 302,240 options to purchase common stock and the denominator used in calculating diluted earnings per share for common stock for the first quarter of 2010 does not include 3,055,272 options to purchase common stock, as the effect of including these options would have been anti-dilutive. The basic and diluted earnings per share amounts calculated, including unvested share-based payment awards that contain non-forfeitable rights to dividends or dividend equivalents under the two-class method, are equivalent to the basic and diluted earnings per share amounts above for all periods presented.

5. Debt Repurchases

The Company made no repurchases of its outstanding fixed rate notes in the first quarter of 2011. During the first quarter of 2010, the Company repurchased and retired \$60.0 million in principal amount of its 5.261% Fixed Rate Series 2007-1 Senior Notes, Class A-2 (Class A-2 Notes). The total purchase price was approximately \$54.0 million, which included approximately \$0.2 million of accrued interest, resulting in pre-tax gains of approximately \$6.1 million. These pre-tax gains were recorded in the “Other” line item in the Company’s condensed consolidated statements of income. In connection with these transactions, the Company incurred approximately \$0.6 million of expenses related to the write-off of deferred financing fees and prepayment of insurance fees during the first quarter of 2010, which were recorded in interest expense in the Company’s condensed consolidated statements of income.

6. Open Market Share Repurchase Program

During the first quarter of 2011, the Company repurchased and retired 357,605 shares of common stock for a total of approximately \$5.8 million under the Company’s Board of Directors approved \$200.0 million open market share repurchase program. As of March 27, 2011, the Company had approximately \$91.5 million remaining for future share repurchases under this program. As of March 27, 2011, the Company had 61,696,272 shares of common stock outstanding.

7. Income Taxes

During the first quarter of 2011, the Company reduced its liability for unrecognized tax benefits related to a state income tax matter by approximately \$0.5 million. Approximately \$0.3 million of the decrease was related to gross unrecognized tax benefits and approximately \$0.2 million was related to interest and penalties. As a result, approximately \$0.2 million was recognized as an income tax benefit and reduced the Company’s effective tax rate in the first quarter of 2011.

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8. Sale of Certain Company-Owned Stores

During the first quarter of 2011, the Company sold 26 Company-owned stores to a current franchisee. In connection with the sale of these 26 stores, the Company recognized a pre-tax gain on the sale of the related assets of approximately \$1.1 million, which was net of a reduction in goodwill of approximately \$0.4 million. The gain was recorded in general and administrative expense in the Company's condensed consolidated statements of income. This transaction will not have a material ongoing impact on the Company's consolidated financial results.

9. 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 27, 2011 and January 2, 2011:

	At March 27, 2011			
	Carrying Amount	Fair Value Estimated Using		
Level 1 Inputs		Level 2 Inputs	Level 3 Inputs	
Cash equivalents	\$88,842	\$88,842	\$ —	\$ —
Restricted cash equivalents	35,168	35,168	—	—
Investments in marketable securities	1,539	1,539	—	—

	At January 2, 2011			
	Carrying Amount	Fair Value Estimated Using		
Level 1 Inputs		Level 2 Inputs	Level 3 Inputs	
Cash equivalents	\$44,415	\$44,415	\$ —	\$ —
Restricted cash equivalents	34,715	34,715	—	—
Investments in marketable securities	1,193	1,193	—	—

At March 27, 2011, management estimates that the approximate \$1.31 billion in principal amount of outstanding Class A-2 Notes had a fair value of approximately \$1.34 billion and the \$76.1 million in principal amount of outstanding fixed rate subordinated notes had a fair value of approximately \$78.0 million. The Company determined the estimated fair value amounts by using available market information. The Company obtained broker quotes from three separate brokerage firms that are knowledgeable about the Company's fixed rate notes, and at times, trade these notes. Further, the Company performs its own internal analysis based on the information it gathers from public markets, including information on notes that are similar to that of the Company. However, considerable judgment is required in interpreting market data to develop estimates of fair value. Accordingly, the fair value estimates presented herein are not necessarily indicative of the amount that the Company or the debtholders could realize in a current market exchange. The use of different assumptions and/or estimation methodologies may have a material effect on the estimated fair value.

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The 2011 and 2010 first quarters referenced herein represent the twelve-week periods ended March 27, 2011 and March 28, 2010, 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 network of Company-owned stores, all of which are in the United States, and franchise stores located in all 50 states and in 70 international markets. In addition, we operate regional dough manufacturing and supply chain centers in the United States and Canada.

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

	<u>First Quarter of 2011</u>		<u>First Quarter of 2010</u>	
Global retail sales growth	8.2%		17.4%	
Same store sales growth:				
Domestic Company-owned stores	(2.3)%		14.7%	
Domestic franchise stores	(1.3)%		14.2%	
Domestic stores	(1.4)%		14.3%	
International stores	8.3%		4.2%	
Store counts (at end of period):				
Domestic Company-owned stores	427		457	
Domestic franchise stores	4,482		4,453	
Domestic stores	4,909		4,910	
International stores	4,470		4,126	
Total stores	<u>9,379</u>		<u>9,036</u>	
Income statement data:				
Total revenues	\$389.2	100.0%	\$381.1	100.0%
Cost of sales	277.6	71.3%	273.1	71.7%
General and administrative	46.5	12.0%	50.5	13.2%
Income from operations	65.1	16.7%	57.5	15.1%
Interest expense, net	(21.4)	(5.5)%	(24.1)	(6.3)%
Other	—	—	6.1	1.6%
Income before provision for income taxes	43.7	11.2%	39.6	10.4%
Provision for income taxes	16.6	4.2%	15.0	4.0%
Net income	<u>\$ 27.1</u>	<u>7.0%</u>	<u>\$ 24.5</u>	<u>6.4%</u>

While our domestic same store sales declined 1.4% in the first quarter of 2011 as compared to the prior year quarter, we believe that the new customer base established during 2010 resulted in strong two-year domestic same store sales growth. Additionally, during the first quarter of 2011, our international division continued to post strong same store sales growth and positive store count growth. Same store sales in our international division grew 8.3% during the first quarter of 2011, also resulting in strong two-year same store sales growth. Domestically, we continued to focus on improving our menu during the first quarter of 2011 by launching our new chicken, which is the latest menu change, consisting of two improved chicken products: boneless chicken and wings. We continue to believe that, despite a tough economic and consumer environment, our new product platforms and investments made in the Company, including marketing and technology initiatives, have positioned us well for the future.

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Global retail sales, which are total retail sales at Company-owned and franchise stores worldwide, increased 8.2% in the first quarter of 2011. This was driven primarily by international same store sales growth, as well as an increase in our worldwide store counts during the trailing four quarters, and, to a lesser extent, the positive impact of foreign currency exchange rates. International same store sales growth reflected continued strong performance in the key markets where we compete. These increases were offset in part by a decline in domestic same store sales during the first quarter of 2011, due primarily to the strong comparisons to the first quarter of 2010, when we experienced a 14.3% domestic same store sales growth from the launch of our new pizza recipe and created a new customer base for the future.

Revenues increased \$8.1 million, up 2.1% in the first quarter of 2011. This was driven by higher international revenues and higher domestic supply chain revenues resulting from higher cheese and other commodity prices. Additionally, domestic franchise revenues were higher due to an increase in fees paid by franchisees related to the in-sourcing of certain services, such as online ordering and a call center. We also experienced the positive impact of changes in foreign currency exchange rates on international revenues. These increases were offset in part by lower domestic same store sales and lower revenues resulting from the sale of 26 Company-owned stores to a current franchisee during the first quarter of 2011. These changes in revenues are described in more detail below.

Income from operations increased \$7.6 million, up 13.2% in the first quarter of 2011. This increase was driven by higher royalty revenues from international franchise stores, the positive impact of changes in foreign currency exchange rates and decreases in general and administrative expenses, including lower variable performance-based bonuses and \$1.8 million of pre-tax gains recorded in the first quarter of 2011 related to the sale of certain Company-owned operations. These increases were offset in part by lower domestic same store sales and higher cheese and other commodity prices, both of which negatively affected our Company-owned store margin.

Net income increased \$2.6 million, up 10.6% in the first quarter of 2011, due primarily to the aforementioned increase in income from operations and lower interest expense, as a result of lower debt balances, offset in part by gains recorded on the extinguishment of debt in the first quarter of 2010.

Revenues

	First Quarter of 2011		First Quarter of 2010	
Domestic Company-owned stores	\$ 82.7	21.3%	\$ 88.2	23.1%
Domestic franchise	44.0	11.3%	41.9	11.0%
Domestic supply chain	216.6	55.6%	212.5	55.8%
International	45.8	11.8%	38.5	10.1%
Total revenues	<u>\$389.2</u>	<u>100.0%</u>	<u>\$381.1</u>	<u>100.0%</u>

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

Domestic Stores Revenues

	First Quarter of 2011		First Quarter of 2010	
Domestic Company-owned stores	\$ 82.7	65.3%	\$ 88.2	67.8%
Domestic franchise	44.0	34.7%	41.9	32.2%
Domestic stores	<u>\$126.8</u>	<u>100.0%</u>	<u>\$130.1</u>	<u>100.0%</u>

Domestic stores revenues decreased \$3.3 million, down 2.6% in the first quarter of 2011, due primarily to lower domestic Company-owned and franchise same store sales offset, in part by an increase in fees paid by franchisees for certain services, such as online ordering and a call center. These changes in domestic stores revenues are more fully described below.

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Domestic Company-Owned Stores Revenues

Revenues from domestic Company-owned store operations decreased \$5.5 million, down 6.2% in the first quarter of 2011, due primarily to lower same store sales and a decrease in the number of Company-owned stores open during 2011, due primarily to the sale of 26 Company-owned stores to a current franchisee during the first quarter of 2011. Domestic Company-owned same store sales decreased 2.3% in the first quarter of 2011, compared to an increase of 14.7% in the first quarter of 2010. There were 427 Company-owned stores in operation at the end of the first quarter of 2011, versus 457 at the end of the first quarter of 2010.

Domestic Franchise Revenues

Revenues from domestic franchise operations increased \$2.1 million, up 5.0% in the first quarter of 2011, due primarily to an increase in fees paid by franchisees related to the in-sourcing of certain services, such as online ordering and a call center. We also incurred a corresponding increase in general and administrative expenses for these initiatives. Domestic franchise revenues also benefited from an increase in the average number of domestic franchise stores open during 2011. These increases were offset in part by lower same store sales. Domestic franchise same store sales decreased 1.3% in the first quarter of 2011, compared to an increase of 14.2% in the first quarter of 2010. There were 4,482 domestic franchise stores in operation at the end of the first quarter of 2011, versus 4,453 at the end of the first quarter of 2010.

Domestic Supply Chain Revenues

Revenues from domestic supply chain operations increased \$4.1 million, up 1.9% in the first quarter of 2011, due primarily to an increase in overall commodity prices, including cheese. The published cheese block price-per-pound averaged \$1.69 in the first quarter of 2011, up from \$1.44 in the comparable period in 2010. Had the 2011 average cheese prices been in effect during 2010, domestic supply chain revenues for the first quarter of 2010 would have been approximately \$4.9 million higher than the reported 2010 amounts.

International Revenues

	<u>First Quarter of 2011</u>		<u>First Quarter of 2010</u>	
International royalty and other	\$23.7	51.8%	\$19.9	51.7%
International supply chain	22.1	48.2%	18.6	48.3%
International	<u>\$45.8</u>	<u>100.0%</u>	<u>\$38.5</u>	<u>100.0%</u>

International revenues consist of royalties and fees from our international franchise stores and international supply chain sales. Revenues from international operations increased \$7.3 million, up 19.2% in the first quarter of 2011, comprised of a \$3.8 million increase in royalty and other revenues and a \$3.5 million increase in supply chain revenues. The increase in international royalty and other revenues was primarily due to higher same store sales and an increase in the average number of international stores open during 2011, as well as the positive impact of changes in foreign currency exchange rates of approximately \$0.8 million in the first quarter of 2011. The increase in international supply chain revenues was due primarily to higher volumes and the positive impact of changes in foreign currency exchange rates of approximately \$1.1 million in the first quarter of 2011.

On a constant dollar basis (which excludes the impact of foreign currency exchange rates), same store sales increased 8.3% in the first quarter of 2011, compared to an increase of 4.2% in the first quarter of 2010. On a historical dollar basis (which includes the impact of foreign currency exchange rates), same store sales increased 12.8% in the first quarter of 2011, compared to an increase of 17.3% in the first quarter of 2010. The variance in our same store sales on a constant dollar basis versus a historical dollar basis was caused by the weakening of the U.S. dollar compared to the currencies in the international markets in which we compete. There were 4,470 international stores in operation at the end of the first quarter of 2011, compared to 4,126 at the end of the first quarter of 2010.

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Cost of Sales / Operating Margin

	<u>First Quarter of 2011</u>		<u>First Quarter of 2010</u>	
Consolidated revenues	\$389.2	100.0%	\$381.1	100.0%
Consolidated cost of sales	277.6	71.3%	273.1	71.7%
Consolidated operating margin	<u>\$111.6</u>	<u>28.7%</u>	<u>\$108.0</u>	<u>28.3%</u>

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

The consolidated operating margin, which we define as revenues less cost of sales, increased \$3.6 million, up 3.3% in the first quarter of 2011. This increase in the consolidated operating margin was due primarily to higher margins in our international businesses, combined with higher domestic franchise revenues. These increases were offset, in part by lower margins in our domestic supply chain and domestic Company-owned store businesses as described in more detail below. Franchise revenues do not have a cost of sales component and, as such, changes in franchise revenues have a disproportionate effect on the consolidated operating margin.

As a percentage of revenues, the consolidated operating margin increased 0.4 percentage points in the first quarter of 2011 as compared to the first quarter of 2010. This increase was due primarily to a change in our mix of revenues offset in part by an increase in overall commodity prices, including cheese.

As indicated above, the consolidated operating margin as a percentage of 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 2011 average cheese prices had been in effect during 2010, the impact on supply chain margins would have caused the consolidated operating margin for the first quarter of 2010 to be approximately 28.0% of total revenues versus the reported 28.3%. However, the dollar margin for that same period would have been unaffected.

Domestic Company-Owned Stores Operating Margin

	<u>First Quarter of 2011</u>		<u>First Quarter of 2010</u>	
Domestic Company-Owned Stores Revenues	\$82.7	100.0%	\$88.2	100.0%
Cost of sales	65.6	79.3%	69.3	78.5%
Store operating margin	<u>\$17.1</u>	<u>20.7%</u>	<u>\$18.9</u>	<u>21.5%</u>

The domestic Company-owned store operating margin decreased \$1.8 million, down 9.5% in the first quarter of 2011. This margin decrease was due primarily to lower same store sales and an increase in overall commodity prices, including cheese, offset in part by lower labor and related expenses. The sale of 26 Company-owned stores to a current franchisee in the first quarter of 2011 did not have a material impact on the domestic Company-owned stores operating margin. As a percentage of store revenues, the store operating margin decreased 0.8 percentage points in the first quarter of 2011, as discussed in more detail below.

As a percentage of store revenues, food costs increased 1.1 percentage points to 28.1% in the first quarter of 2011, due primarily to higher cheese and meat prices and the negative impact of a lower average customer price paid per order during the first quarter of 2011. The cheese block price per pound averaged \$1.69 in the first quarter of 2011 compared to \$1.44 in the first quarter of 2010.

As a percentage of store revenues, insurance costs increased 0.5 percentage points to 3.4% in the first quarter of 2011 due primarily to higher casualty insurance rates.

As a percentage of store revenues, occupancy costs (which include rent, telephone, utilities and depreciation), increased 0.1 percentage points to 10.0% in the first quarter of 2011.

As a percentage of store revenues, labor and related costs decreased 1.1 percentage points to 29.8% in the first quarter of 2011, due primarily to lower average labor rates in the first quarter of 2011, offset in part by the impact of a lower average customer price paid per order during the first quarter of 2011.

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Domestic Supply Chain Operating Margin

Domestic Supply Chain	First Quarter		First Quarter	
	of 2011		of 2010	
Revenues	\$216.6	100.0%	\$212.5	100.0%
Cost of sales	192.3	88.8%	187.3	88.2%
Supply Chain operating margin	<u>\$ 24.2</u>	<u>11.2%</u>	<u>\$ 25.2</u>	<u>11.8%</u>

The domestic supply chain operating margin decreased \$1.0 million, down 3.8% in the first quarter of 2011, due primarily to lower volumes as a result of decreases in domestic retail sales.

As a percentage of supply chain revenues, the supply chain operating margin decreased 0.6 percentage points in the first quarter of 2011, due primarily to lower volumes and higher commodity prices, including cheese and meats, as well as higher fuel costs. Increases in certain food prices have a negative effect on the domestic supply chain operating margin due to the fixed dollar margin earned by domestic supply chain on certain food items. Had the 2011 cheese prices been in effect during 2010, the domestic supply chain operating margin as a percentage of domestic supply chain revenues would have been approximately 11.6% for the first quarter of 2010 versus the reported 11.8%.

General and Administrative Expenses

General and administrative expenses decreased \$4.0 million, down 7.8% in the first quarter of 2011. This decrease was due primarily to a \$1.9 million decrease in variable performance-based bonuses as well as a decrease in store awards and incentives as a result of our particularly strong operating performance during the first quarter of 2010. Additionally, during the first quarter of 2011 we experienced the positive impact of approximately \$1.1 million of a pre-tax gain recorded on the sale of 26 Company-owned stores to a current franchisee and approximately \$0.7 million of a pre-tax gain recorded in connection with the previous sale of Company-owned operations in the Netherlands as a portion of a contingent gain was finalized. These decreases were partially offset by higher expenses incurred related to the in-sourcing of certain services, such as online ordering and a call center. We also incurred a corresponding increase in domestic franchise revenues for these services paid by franchisees.

Interest Expense

Interest expense decreased \$2.7 million to \$21.5 million in the first quarter of 2011, due primarily to lower debt balances attributable to our debt repurchases in 2010.

Our cash borrowing rate was 5.9% in both the first quarter of 2011 and the first quarter of 2010. The Company's average outstanding debt balance, excluding capital lease obligations, was approximately \$1.4 billion in the first quarter of 2011 versus approximately \$1.5 billion in the first quarter of 2010. The lower average debt balance was due primarily to debt repurchases in 2010.

Other

The other amount of \$6.1 million in the first quarter of 2010 represents the gain recognized on the repurchase and retirement of \$60.0 million of principal on the Class A-2 Notes.

Provision for Income Taxes

Provision for income taxes increased \$1.6 million to \$16.6 million in the first quarter of 2011, due primarily to an increase in pre-tax income. The effective tax rate was 38.0% during both the first quarter of 2011 and the first quarter of 2010.

Liquidity and Capital Resources

As of March 27, 2011, we had working capital of \$83.1 million, excluding restricted cash and cash equivalents of \$84.8 million, and including total unrestricted cash and cash equivalents of \$92.6 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 the use of our ongoing cash flows from operations to service our debt obligations, invest in our business and repurchase our fixed rate notes and our common stock, reduce our working capital amounts. As of March 27, 2011, the Company had approximately \$36.3 million of restricted cash held in trust or as collateral for outstanding letters of credit (primarily relating to our insurance programs and supply chain center leases), \$35.6 million of restricted cash held for future interest payments, \$6.6 million of restricted cash held in interest reserves, \$6.0 million of restricted cash held for capitalization of certain subsidiaries and \$0.3 million of other restricted cash, for a total of \$84.8 million of restricted cash and cash equivalents.

As of March 27, 2011, we had approximately \$1.45 billion of long-term debt, of which \$0.8 million was classified as a current liability. Our primary source of liquidity is cash flows from operations as we are fully drawn on the \$60.0 million variable funding notes facility. Our securitized debt requires interest-only payments until April 2012. This interest-only period can be extended for two one-year periods if the Company meets certain requirements in each of April 2012 and April 2013. Based on our financial results for the first quarter of 2011, the Company currently exceeds the required threshold for extension that will be evaluated in each of April 2012 and April 2013. Management currently expects to have the option to extend its current financing for these interest-only periods at the extension assessment dates.

During the first quarter of 2011, the Company used cash of approximately \$5.8 million for the repurchase and retirement of common stock under its Board of Directors approved open market share repurchase program and has approximately \$91.5 million left under the \$200.0 million authorization. The Company expects to continue to use available unrestricted cash and cash equivalents and ongoing excess cash flow generation to, among other things, repurchase shares under the current authorized program.

During the first quarter of 2011, the Company experienced a decline in domestic same store sales versus the prior-year quarter due primarily to the strong comparisons to the first quarter of 2010. However, we believe our new customer base established during 2010 resulted in strong two-year domestic same store sales growth. Additionally, our international business continues to perform well, with positive same store sales and store growth in the first quarter of 2011. These factors have contributed to the Company's continued ability to generate positive operating cash flows. We expect to use our unrestricted cash and cash equivalents and ongoing cash flows from operations to fund working capital requirements, invest in our core business and reduce our long-term debt 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 the variable funding notes. Management believes its current unrestricted cash and cash equivalents balance and its expected ongoing cash flows from operations will be sufficient to fund operations for the foreseeable future. We did not have any material commitments for capital expenditures as of March 27, 2011.

Cash provided by operating activities was \$27.8 million in the first quarter of 2011 and \$32.4 million in the first quarter of 2010. The \$4.6 million decrease was due primarily to a \$19.6 million net change in operating assets and liabilities, due primarily to the timing of payments of current operating liabilities. Cash provided by operating activities benefited by a \$15.0 million increase in net income, excluding non-cash adjustments versus the prior year period.

Cash provided by investing activities was \$0.3 million in the first quarter of 2011 and \$1.5 million in the first quarter of 2010. The \$1.2 million decrease was due primarily to a \$4.4 million change in restricted cash and cash equivalents resulting from the timing of interest and other payments relating to our financing. This decrease was offset in part by a \$2.2 million increase in proceeds from the sale of assets, primarily as a result of the sale of 26 Company-owned stores in the first quarter of 2011, and a \$1.3 million decrease in capital expenditures during the first quarter of 2011.

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Cash provided by financing activities was \$16.7 million in the first quarter of 2011; and cash used in financing activities was \$48.2 million in the first quarter of 2010. The \$64.9 million net change was due primarily to a \$53.8 million decrease in repayments of long-term debt and capital lease obligations and a \$15.4 million increase in the proceeds from exercise of stock options, offset in part by a \$5.8 million increase in purchases of common stock.

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

New Accounting Pronouncements

The Company considered recently-issued accounting pronouncements during the first quarter of 2011. Recent accounting pronouncements issued are not expected to have a material impact on our consolidated financial statements upon adoption.

Forward-Looking Statements

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

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Market Risk

The Company is exposed to market risk from interest rate changes on our variable rate debt, which consists of variable funding note borrowings that are outstanding from time to time. Management actively monitors this exposure when present. As of March 27, 2011, we had \$60.0 million of outstanding variable funding note borrowings. Our outstanding fixed rate notes, which comprise substantially all of our outstanding borrowings, contain fixed interest rates until April 2012. We do not engage in speculative transactions nor do we hold or issue financial instruments for trading purposes.

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

Item 4. Controls and Procedures.

Management, with the participation of the Company's President and Chief Executive Officer, J. Patrick Doyle, and Executive Vice President and Chief Financial Officer, 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 27, 2011, there were no changes in the Company's internal controls over financial reporting that have materially affected or are reasonably likely to materially affect the Company's internal control over financial reporting.

PART II. OTHER INFORMATION**Item 1. Legal Proceedings.**

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

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

Item 1A. Risk Factors.

There have been no material changes in the risk factors previously disclosed in the Company's Form 10-K for the fiscal year ended January 2, 2011.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.**c. Purchases of Equity Securities by the Issuer and Affiliated Purchasers.**

<u>Period</u>	<u>(a) Total Number of Shares Purchased (1)</u>	<u>(b) Average Price Paid per Share</u>	<u>(c) Total Number of Shares Purchased as Part of Publicly Announced Program</u>	<u>(d) Maximum Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program</u>
Period #1 (January 3, 2011 to January 30, 2011)	241,840	\$ 15.92	241,840	\$ 93,457,397
Period #2 (January 31, 2011 to February 27, 2011)	—	—	—	93,457,397
Period #3 (February 28, 2011 to March 27, 2011)	115,765	17.11	115,765	91,476,513
Total	<u>357,605</u>	<u>\$ 16.31</u>	<u>357,605</u>	<u>\$ 91,476,513</u>

(1) All shares were purchased as part of the publicly announced \$200.0 million share repurchase program, which was approved by the Company's Board of Directors on April 17, 2007.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. (Removed and Reserved).**Item 5. Other Information.**

None.

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Item 6. Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Employment Agreement between Domino's Pizza LLC and Richard E. Allison, Jr. effective as of March 14, 2011.
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.

* 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 May 5, 2011

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

EMPLOYMENT AGREEMENT

This Employment Agreement is made as of March 14, 2011, by Domino's Pizza LLC, a Michigan limited liability company (the "Company") and Richard E. Allison, Jr. (the "Executive").

RECITALS

1. The Executive has experience and expertise required by the Company and its Affiliates.
2. Subject to the terms and conditions hereinafter set forth, the Company therefore wishes to employ the Executive as its Executive Vice President of International and the Executive wishes to accept such employment.

AGREEMENT

NOW, THEREFORE, for valid consideration received, the parties agree as follows:

1. **Employment.** Subject to the terms and conditions set forth in this Agreement, the Company offers and the Executive accepts employment hereunder effective as of the date first set forth above (the "Effective Date").
2. **Term.** This Agreement shall commence on the date hereof and shall remain in effect for an indefinite time until terminated by either party as set forth in Section 5 hereof.
3. **Capacity and Performance.**
 - 3.1 **Offices.** During the Term, the Executive shall serve the Company as Executive Vice President of International. The Executive shall have such other powers, duties and responsibilities consistent with the Executive's position as Executive Vice President of International as may from time to time be prescribed by the Chief Executive Officer of the Company ("CEO").
 - 3.2 **Performance.** During the Term, 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/her ability, his/her duties and responsibilities hereunder. During the Term, the Executive shall devote his/her full business time exclusively to the advancement of the business and interests of the Company and its Affiliates and to the discharge of his/her 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/she currently holds and has disclosed to the CEO in Exhibit 3.2 hereof and except as otherwise may be approved in advance by the CEO.

4. Compensation and Benefits. During the Term, 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, the Executive shall receive the following:

4.1 Base Salary. The Company shall pay the Executive a base salary at the rate of Four Hundred Thousand Dollars (\$400,000) per year, payable in accordance with the payroll practices of the Company for its executives and subject to such increases as the Board of Directors of the Company or the Compensation Committee (the "Board") in its sole discretion may determine from time to time (the "Base Salary").

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

4.3 Vacations. During the Term, the Executive shall be entitled to four weeks of vacation per calendar year, 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 calendar year to another any unused, accrued vacation time. The Executive shall not be entitled to compensation for vacation time not taken.

4.4 Other Benefits. During the Term and subject to any contribution therefor required of executives of the Company generally, the Executive shall be entitled to participate in all employee benefit plans, including without limitation any 401(k) plan, from time to time adopted by the Board and in effect for executives of the Company generally (except to the extent such plans are in a category of benefit otherwise provided the Executive hereunder). Such participation shall be subject to (i) the terms of the applicable plan documents and (ii) generally applicable policies of the Company. The Company may alter, modify, add to or delete any aspects of its employee benefit plans at any time as the Board, in its sole judgment, determines to be appropriate.

4.5 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 and dues for industry-related association memberships, incurred or paid by the Executive in the performance of his/her duties and responsibilities hereunder, subject to (i) any expense policy of the Company set by the Board from time to time, including without limitation any portion thereof intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and other guidance thereunder (“Section 409A”) and (ii) such reasonable substantiation and documentation requirements as may be specified by the Board or CEO from time to time.

4.6 Airline Clubs. Upon receiving the prior written approval of the CEO authorizing the Executive to join a particular airline club, the Company shall pay or reimburse the Executive for dues for not less than two nor more than four airline clubs, provided such club memberships serve a direct business purpose and subject to such reasonable substantiation and documentation requirements as to cost and purpose as may be specified by the CEO from time to time.

4.7 Physicals. The Company shall annually pay for or reimburse the Executive for the cost of a physical examination and health evaluation performed by a licensed medical doctor, subject to such reasonable substantiation and documentation requirements as to cost as may be specified by the Board or CEO from time to time.

5. Termination of Employment and Severance Benefits. Notwithstanding the provisions of Section 2 hereof, the Executive’s employment hereunder shall terminate prior to the expiration of the term of this Agreement under the circumstances described in this Section 5. All references herein to termination of employment, separation from service and similar or correlative terms, insofar as they are relevant to the payment of any benefit that could constitute nonqualified deferred compensation subject to Section 409A, shall be construed to require a “separation from service” within the meaning of Section 409A, and 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 such termination constitutes a “separation from service” as so defined.

5.1 Retirement or Death. In the event of the Executive’s retirement or death during the Term, the Executive’s employment hereunder shall immediately and automatically terminate. In the event of the Executive’s retirement after the age of 65 with the prior consent of the Board or death during the Term, the Company shall pay to the Executive (or in the case of death, the Executive’s designated beneficiary or, if no beneficiary has been designated by the Executive, to Executive’s estate)

any Base Salary earned but unpaid through the date of such retirement or death, any Bonus for the fiscal year preceding the year in which such retirement or 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, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such retirement or death (prorated in accordance with Section 4.2).

5.2 Disability.

5.2.1 The Company may terminate the Executive's employment hereunder, upon notice to the Executive, in the event that the Executive becomes disabled during his/her employment hereunder through any illness, injury, accident or condition of either a physical or psychological nature and, as a result, is unable to perform substantially all of his/her duties and responsibilities hereunder for an aggregate of 120 days during any period of 365 consecutive calendar days ; provided, that if the Executive incurs a leave of absence due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six (6) months, the Executive, unless he/she earlier returns to service (at a level of service inconsistent with a separation from service under Section 409A) or his/her employment is earlier terminated, shall in all events be deemed to have separated from service not later than by the end of the twenty-ninth (29th) month, commencing with the commencement of such leave of absence.

5.2.2 The Board may designate another employee to act in the Executive's place during any period of the Executive's disability. Notwithstanding any such designation, the Executive shall continue to receive the Base Salary in accordance with Section 4.1 and to receive benefits in accordance with Section 4.5, to the extent permitted by the then current terms of the applicable benefit plans, until the Executive becomes disabled within the meaning of Section 409A or until the termination of his/her employment, whichever shall first occur. Upon becoming so disabled, or upon such termination, whichever shall first occur, the Company shall promptly and in all events within thirty (30) days pay to the Executive any Base Salary earned but unpaid through the date of such eligibility or termination and any Bonus for the fiscal year preceding the year of such eligibility or termination that was earned but unpaid. 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, the Company shall pay the Executive an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such eligibility or termination (prorated in accordance with Section 4.2). During the eighteen (18) month period from the date of such disability (as determined under Section 409A), the Company shall pay the Executive, at its regular pay periods, an amount

equal to the difference between the Base Salary and the amounts of any disability income benefits that the Executive receives in respect of such period.

5.2.3 Except as provided in Section 5.2.2, while receiving disability income payments under any disability income plan maintained by the Company, the Executive shall not be entitled to receive any Base Salary under Section 4.1 or Bonus payments under Section 4.2 but shall continue to participate in benefit plans of the Company in accordance with Section 4.4 and the terms of such plans, until the termination of his/her employment. During the 18-month period from the date of disability (as determined under Section 409A) or termination, whichever shall first occur, the Company shall contribute to the cost of the Executive's participation in group medical plans of the Company, provided that the Executive is entitled to continue such participation under applicable law and plan terms.

5.2.4 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 substantially all of his/her duties and responsibilities hereunder, or for purposes of Section 409A 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/her 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. 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.

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) Executive's willful failure to perform (other than by reason of disability), or gross negligence in the performance of his/her duties to the Company or any of its Affiliates and the continuation of such failure or negligence for a period of ten (10) days after notice to the Executive; (ii) the Executive's willful failure to perform (other than by reason of disability) any lawful and reasonable directive of the CEO; (iii) the commission of fraud, embezzlement or theft by the Executive with respect to the Company or any of its Affiliates; or (iv) 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. Anything to the contrary in this Agreement notwithstanding, upon the giving of notice of termination of the Executive's employment hereunder for Cause, the Company and its Affiliates shall have no further obligation or liability to the Executive hereunder, other than for Base Salary earned but unpaid through the date

of termination. 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) promptly following termination and in all events within thirty (30) days thereof, Base Salary earned but unpaid through the date of termination, plus (ii) severance payments for a period to end twelve (12) months after the termination date ("Severance Term"), of which (a) the first severance payment shall be made on the date that is six (6) months from the date of termination and in an amount equal six (6) times the Executive's monthly base compensation in effect at the time of such termination and (b) the balance of the severance shall be paid in six (6) monthly payments beginning on the date that is seven (7) months from the date of termination and continuing through the date that is twelve (12) months from the date of termination, each such monthly payment 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) promptly following termination and in all events within thirty (30) days thereof, 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 (prorated in accordance with Section 4.2).

5.5 By the Executive for Good Reason. The Executive may terminate 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) any material diminution in the nature and scope of the Executive's responsibilities, duties, authority or title, however, a change in reporting structure shall not constitute a material diminution of authority; (ii) material failure of the Company to provide the Executive the Base Salary and benefits in accordance with the terms of Section 4 hereof; or (iii) relocation of the Executive's office to a location outside a 50-mile radius of the Company's current headquarters in Ann Arbor, Michigan. In the event of termination in accordance with this Section 5.5, then the Company shall pay the Executive: (x) promptly following termination and in all events within thirty (30) days thereof, Base Salary earned but unpaid through the date of termination, plus (y) six months after the termination date, an amount equal to six times the Executive's monthly base compensation in effect at the time of such termination (i.e., 1/12th of the Base Salary) and thereafter, monthly severance payments, each equal to the Executive's monthly base compensation for a period of six months, plus (z) 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 (prorated in accordance with Section 4.2).

5.6 By the Executive Other Than for Good Reason. The Executive may terminate employment hereunder at any time upon 90 days written notice to the Company. In the event of termination of the Executive's employment pursuant to this Section 5.6, the CEO or the Board may elect to waive the period of notice or any portion thereof. The Company will pay the Executive his/her 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 Section 5.6, the Company and its Affiliates shall have no further obligation or liability to the Executive, other than (i) payment to the Executive of his/her Base Salary for the period (or portion of such period) indicated above, (ii) continuation of the provision of the benefits set forth in Section 4.4 for the period (or portion of such period) indicated above, and (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. The payments made under subsections (i) and (iii) hereof shall be made promptly following termination and in all events within thirty (30) days thereof.

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 or otherwise, then such employment shall be at will.

5.8 Delayed Payments for Specified Employees. Notwithstanding the foregoing provisions of this Section 5, if the Executive is a "specified employee" as defined in Section 409A, determined in accordance with the methodology established by the Company as in effect on the Executive's termination, amounts payable hereunder on account of the Executive's termination that would constitute nonqualified deferred compensation for purposes of Section 409A and that would, but for this Section 5.9, be payable within the six (6) month period commencing with the Executive's termination shall instead be accumulated and paid in a lump sum at the conclusion of such six-month period.

6. Effect of Termination of Employment. The provisions of this Section 6 shall apply in the event of termination of Executive's employment, pursuant to Section 5, or otherwise.

6.1 Payment in Full. Payment by the Company or its Affiliates of any Base Salary, Bonus or other specified amounts that are due to 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 Section 6.1 is intended or shall be construed to affect the rights and obligations of

the Company or 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 therein survive termination of employment.

6.2 Termination of Benefits. If Executive is terminated by the Company without Cause, or terminates employment with the Company for Good Reason, and provided that Executive elects continuation of health coverage pursuant to Section 601 through 608 of the Employee Retirement Income Security Act of 1974, as amended ("COBRA"), Company shall pay Executive an amount equal to the monthly COBRA premiums for the Severance Term; provided further, such payment will cease upon Executive's entitlement to other health insurance without charge. Except for medical insurance coverage continued pursuant to Section 5.2 hereof, all other 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 employment. Executive and Company agree to make such changes to the reimbursement for COBRA as may be required to ensure compliance with Internal Revenue Code section 409A.

6.3 Survival of Certain Provisions. Provisions of this Agreement shall survive any termination of employment if so provided herein or if necessary 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 Sections 5.2, 5.4 or 5.5 hereof is expressly conditioned upon the Executive's continued full performance of his/her obligations under Sections 7 and 8 hereof. The Executive recognizes that, except as expressly provided in Section 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 (as that term is defined in Section 11.2, below); 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 his/her 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/her duties and responsibilities to the Company) any Confidential Information obtained by the Executive incident to his/her employment or other association with the Company and its Affiliates. The Executive understands that this restriction shall continue to apply after 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 and 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 and its Affiliates at the time employment terminates, or at such earlier time or times as the Board or CEO 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 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 shall 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 or its Affiliates to assign the Intellectual Property to the Company and to permit the Company and its Affiliates to enforce any patents, copyrights or other proprietary rights to the Intellectual Property. The Executive will not charge the Company or its Affiliates for time spent in complying with these obligations. All copyrightable works that the Executive creates shall be considered “Work For Hire” under applicable laws.

8. Restricted Activities.

8.1 Agreement Not to Compete With the Company. During the Executive’s employment hereunder and for a period of 24 months following the date of termination thereof (the “Non-Competition Period”), the Executive 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, member, manager, 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 in any material respect competes with the following enumerated business activities to the extent then being conducted or being planned to be conducted by the Company or its Affiliates or being conducted or known by the Executive to being planned to be conducted by the Company or by any of its Affiliates, at or prior to the date on which the Executive’s employment under this Agreement is terminated (the “Date of Termination”), in the United States or any other geographic area where such business is being conducted or being planned to be conducted at or prior to the Date of Termination (a “Competitive Business”, defined below). For purposes of this Agreement, “Competitive Business” shall be defined as: (i) any company or other entity engaged as a “quick service restaurant” (“QSR”) which offers pizza for sale; (ii) any “quick service restaurant” which is then contemplating entering into the

pizza business or adding pizza to its menu; (iii) any entity which at the time of Executive's termination of employment with the Company, offers, as a primary product or service, products or services then being offered by the Company or which the Company is actively contemplating offering; and (iv) any entity under common control with an entity included in (i), (ii) or (iii), above. Notwithstanding the foregoing, ownership of not more than 5% of any class of equity security of any publicly traded corporation shall not, of itself, constitute a violation of this Section 8.1.

8.2 Agreement Not to Solicit Employees or Customers of the Company. During employment and during the Non-Competition Period the Executive will not, directly or indirectly, (i) 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 (ii) 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/she has carefully read and considered all the terms and conditions of this Agreement, including without limitation the restraints imposed upon his/her 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/she 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 it 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/her 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/her 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 or as specifically defined elsewhere in this Agreement. For purposes of this Agreement, the following definitions apply:

11.1 Affiliates. "Affiliates" shall mean Domino's Pizza, Inc., Domino's, Inc. 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 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 interest 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 to 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.

11.3 ERISA. "ERISA" means the federal Employee Retirement Income Security Act of 1974 and 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.

11.4 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 trademarks 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 activities or any prospective activity of the Company or any of its Affiliates.

11.5 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/Other Tax Matters. 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. This Agreement shall be construed consistent with the intent that all payment and benefits hereunder comply with the requirements of, or the requirements for exemption from, Section 409A. Notwithstanding the foregoing, the Company shall not be liable to the Executive for any failure to comply with any such requirements.

13. Miscellaneous.

13.1 Assignment. Neither the Company nor the Executive may assign 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 may assign its rights and obligations under this Agreement without the consent of the Executive in the event that the Company 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" 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 and the Executive, and their respective successors, executors, administrators, representatives, heirs and permitted assigns.

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

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

13.4 Notices. Any and all notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be effective when delivered in person or deposited in the United States mail, postage prepaid, registered or certified, and addressed (i) in the case of the Executive, to: Richard E. Allison, Jr., at 30 Frank Lloyd Wright, Ann Arbor, Michigan 48106, and (ii) in the case of the Company, to the attention of Chief Executive Officer, at 30 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48106, or to such other address as either party may specify by notice to the other actually received.

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

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

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

13.8 Consent to Jurisdiction. Each of the Company and the Executive evidenced by the 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/she is not subject personally to the jurisdiction of the above-named courts, that its or his/her 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 Section 13.4 hereof is reasonably calculated to give actual notice.

IN WITNESS WHEREOF, this Agreement has been executed by the Company, by its duly authorized representative, and by the Executive, as of the date first above written.

THE COMPANY:

DOMINO'S PIZZA LLC

Date: 2/21/11

By: /s/ J. Patrick Doyle

Name: **J. Patrick Doyle**

Title: **Chief Executive Officer**

THE EXECUTIVE:

Date: 2/21/11

By: /s/ Richard E. Allison, Jr.

Name: **Richard E. Allison, Jr.**

Title: **Executive Vice President of International**

EXHIBIT A

DOMINO'S PIZZA SENIOR EXECUTIVE ANNUAL INCENTIVE PLAN

(2010 AMENDMENT AND RESTATEMENT)

The following sets forth the terms and conditions of the Domino's Pizza, Inc. Senior Executive Annual Incentive Plan (2010 Amendment and Restatement).

1. Purpose

The purpose of the Plan is to advance the interests of the Company and its subsidiaries by enhancing the ability of the Company and its subsidiaries to attract and retain management and employees who are in a position to make significant contributions to the success of the Company and its subsidiaries and to reward such individuals for their contributions.

2. Defined Terms

In the Plan, the following terms have the following meanings:

(a) "Affiliate" means, with respect to any Person, any other Person that directly or indirectly, controls or is controlled by or is under common control with such Person.

(b) "Award" means an award under the Plan. All Award payments shall be in cash.

(c) "Code" means the Internal Revenue Code of 1986, as amended and in effect from time to time.

(d) "Committee" means the compensation committee of the board of directors of the Company, as such committee is from time to time constituted and which, for purposes of meeting certain requirements of Section 162(m) of Code and any regulations promulgated thereunder (including Treas. Regs. Section 1.162-27(e)(3)), may be deemed to be any subcommittee of the Committee to which the Committee has delegated its duties and authority under the Plan consisting solely of at least two "outside directors," as defined under Section 162(m) of the Code and the regulations promulgated thereunder.

(e) "Company" means Domino's Pizza, Inc. and any successor.

(f) "Participant" means, with respect to each Performance Period, each executive officer and other senior employee of the Company or any of its subsidiaries who is selected by the Committee to participate in the Plan with respect to such Performance Period.

(g) "Performance Measure" means an objectively determinable measure of performance relating to any of the following (determined either on a consolidated basis or, as the context permits, on a divisional, subsidiary, line of business, project or geographical basis or in combinations thereof): (i) sales; revenues; assets; expenses; net income; earnings before or after deduction for all or any portion of interest, taxes, depreciation, amortization or other items, whether or not on a continuing operations or an aggregate or per share basis; return on equity, investment, capital or assets; one or more operating ratios; borrowing levels, leverage ratios or credit rating; market share; capital expenditures; cash flow; stock price; stockholder return; network deployment; sales of particular products or services; customer acquisition, expansion and retention; or any combination of the foregoing; or (ii) acquisitions and divestitures (in whole or in part); joint ventures and strategic alliances; spin-offs, split-ups and the like; reorganizations; recapitalizations, restructurings, financings (issuance of debt or equity) and refinancings; transactions that would constitute a change of control; or any combination of the foregoing. A Performance Measure need not be based upon an increase, a positive or improved result or avoidance of loss. A Performance Measure shall be determined in accordance with Section 4.1.

(h) "Performance Period" means the period over which performance with respect to an Award is to be measured.

(i) "Person" means any individual, partnership, limited liability company, corporation, association, trust, joint venture, unincorporated organization, or other entity or group.

(j) "Plan" means this Domino's Pizza, Inc. Senior Executive Annual Incentive Plan as amended and in effect from time to time.

3. Administration and Amendment

3.1. Administration. The Plan shall be administered by the Committee. The Committee shall have the authority to: (a) determine the Participants for any Performance Period, (b) determine the amount of the minimum, target, maximum or other opportunity amounts under any Award, (c) determine, modify or waive the terms and conditions of each Award; and (d) interpret the Plan and any terms and conditions associated with any Award and to decide any questions and settle all controversies and disputes that may arise in connection with the Plan or any Award. In the case of any Award intended to be eligible for the performance-based compensation exception under Section 162(m) of the Code, the Committee will exercise its discretion consistent with qualifying Awards for that exception. Determinations of the Committee made under the Plan shall be conclusive and shall bind all parties.

3.2. Amendment. The Committee may amend, suspend or discontinue the Plan at any time or times, subject to shareholder approval if so required by applicable law (including the Code) or stock exchange rules. No such amendment shall adversely affect the rights of any Participant as to any Award opportunity previously granted under the Plan without the consent of the affected Participant.

4. Establishment of Award Opportunities and Performance Goals

4.1. In General. The Committee shall determine, in respect of each Award opportunity, the Performance Period over which performance in respect of such Award opportunity is to be measured, the Performance Measures to be used in measuring performance, and for each level of possible achievement under the Performance Measures so established, the Award amount (or the maximum Award amount) to be paid to each Participant. Except as the Committee otherwise determines and subject to the provisions of the Plan, the foregoing determinations shall be established not later than 90 days after the commencement of the Performance Period (or, in the case of a Performance Period of less than 12 months' duration, not later than by the end of the first 25% of such period).

4.2. Maximum Award Amount. The maximum amount that may be paid to any Participant under any Award or Awards for any fiscal year or portion thereof shall be \$5,000,000.

4.3. No Right to Participate. Nothing in the Plan shall be deemed to create any obligation on the part of the Committee to select any executive officer or senior employee as a Participant for any Performance Period, or to confer upon any Participant in the Plan the right to remain a Participant in the Plan on the same terms or conditions, or at all, for any subsequent Performance Periods.

5. Payment of Awards

Payment of any Award shall be made, if at all, not later than by March 15 of the calendar year following the calendar year in which or with which ends the applicable Performance Period. In the case of an Award intended to qualify for the performance-based compensation exemption under Section 162(m) of the Code, no payment shall be made unless the Committee shall first have certified achievement of the applicable Performance Measures at a level sufficient to support the payment of such amount, based on the terms of the Plan and the determinations established by the Committee pursuant to Section 4.1 above.

6. Operation of the Plan

6.1. Compliance with Applicable Law. As a condition of participating in the Plan, each Participant agrees to comply with all applicable laws and agrees to furnish to the Company all information and undertakings as may be required to permit compliance by the Company with applicable law.

6.2. Withholding. The Company may withhold from any payment under the Plan all taxes and other assessments, if any, determined by the Company to be required to be withheld.

7. Merger or Combination.

If (a) the Company merges into or combines with any other entity and, immediately following such merger or combination, any Person or group of Persons acting in concert holds 50% or more of the voting power of the entity surviving such merger or combination (other than any Person or group of Persons which held 50% or more of the Company's voting power immediately prior to such merger or combination or any Affiliate of any such Person or member of such group); (b) any Person or group of Persons acting in concert acquires 50% or more of the Company's voting power; or (c) the Company sells all or substantially all of its assets or business for cash or for securities of another Person or group of Persons (other than to any Person or group of Persons which held 50% or more of the Company's total voting power immediately prior to such sale or to any Affiliate of any such Person or any member of such group), then, unless the Committee provides for the continuation or assumption of some or all unpaid Awards or for the grant of new awards in substitution therefor (which need not be payable in cash) by the surviving entity or acquiror, in each case on such terms and subject to such conditions as the Committee may determine, with respect to any Award that is not so assumed or continued: (i) the then current Performance Period shall be deemed to end on the last day which is the last day of a fiscal quarter occurring on or prior to the effective date of the merger, combination or sale (or if the Committee in its sole discretion determines that it can make a reasonable determination of performance through such effective date, the current Performance Period shall be deemed to end on such effective date); (ii) the target Award amounts shall be prorated (to the extent proration would be applicable to such amount) for the number of days in such shortened Performance Period; and (iii) the amount of any so prorated Awards for such shortened period shall be determined and the Company shall pay, within twelve months following the effective date of such transaction (but in no event later than March 15 of the calendar year following the calendar year containing the effective date of such transaction), such prorated Award to each Participant in respect of such shortened Performance Period.

8. Termination of Employment

If a Participant ceases to be employed by the Company or any of its Subsidiaries prior to the end of any Performance Period as a result of resignation, dismissal or any other reason, the Participant shall immediately cease to participate in the Plan and shall not be entitled to receive any payment for any Award in respect of such Performance Period.

9. Rights of Participants

9.1. No Right to Continue as Officer or Employee. Neither the adoption of the Plan nor the selection of any Participant as a Participant shall confer any right to continue as an officer or employee of the Company or any of its subsidiaries, or affect in any way the right of the Company or any of its subsidiaries to terminate the Participant's employment at any time. Neither any period of notice, nor any payment in lieu thereof, upon termination of employment shall be considered as extending the period of employment for the purposes of the Plan.

9.2. No Trust or Fiduciary Relationship. Nothing contained herein shall be deemed to create a trust of any kind or any fiduciary relationship between the Company and any Participant or be construed as requiring the Company or any subsidiary or affiliate of the Company to establish a trust or otherwise to set aside assets to fund the payment of Awards hereunder. A Participant's right to receive payment from the Company in respect of any Award shall be no greater than the right of any unsecured general creditor of the Company.

9.3. No Assignment by Participants. The interest of any Participant under the Plan or in any Award shall not be transferable or alienable by such Participant either by pledge, assignment or in any other manner, except that in the event of a Participant's death following the completion of a Performance Period but prior to the payment of an Award with respect to such Performance Period it shall inure to the benefit of and be binding upon the Participant's estate (or beneficiary if one has been designated to the Company in writing prior to such death).

10. Miscellaneous

10.1. Severability. Any term or provision of the Plan that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that

any provision hereof would, under applicable law, be invalid or unenforceable in any respect, it is the intent of the Company that such provision will be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law.

10.2 Certain Adjustments. In respect of an Award intended to qualify for the performance-based compensation exemption under Section 162(m) of the Code, the Committee may establish, not later than by the deadline for establishing the determinations under Section 4.1 above, objectively determinable and automatic adjustments that shall apply to the measurement of performance under such Award upon the occurrence of such events (not within the discretion of the Company or its subsidiaries) as the Committee shall also have established by such deadline. For example, but without limitation, the Committee under authority of this Section 10.2 could establish at or prior to the grant of a timely granted Award opportunity intended to qualify for the performance-based compensation exemption under Section 162(m) of the Code that any measure of earnings applicable to such Award would automatically be adjusted to take into account an applicable change in GAAP that applies to the Performance Period. With respect to Awards not intended to qualify for the performance-based compensation exemption under Section 162(m) of the Code, the Committee may make such adjustments to the measures of performance, and at such time or times, as it determines in its discretion.

10.3. Governing Law. The Plan and all actions arising in whole or in part under or in connection herewith, will be governed by and construed in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

11. Effective Date of Plan

The Plan as herein amended and restated shall apply to all Award opportunities granted after January 1, 2010. No payment of an Award granted under this amended and restated Plan shall take effect unless and until the Plan shall have been approved by the Company's shareholders in accordance with Section 162(m) of the Code.

EXHIBIT 3.2

(None, unless additional information is set forth below.)

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.

May 5, 2011

Date

/s/ J. Patrick Doyle

J. Patrick Doyle
Chief Executive Officer

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

I, Michael T. Lawton, certify that:

1. I have reviewed this 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.

May 5, 2011

Date

/s/ Michael T. Lawton

Michael T. Lawton
Chief Financial Officer

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

In connection with the Quarterly Report of Domino's Pizza, Inc. (the "Company") on Form 10-Q for the period ended March 27, 2011, 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: May 5, 2011

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

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

In connection with the Quarterly Report of Domino's Pizza, Inc. (the "Company") on Form 10-Q for the period ended March 27, 2011, 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: May 5, 2011

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.