
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

Current Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): October 17, 2005

Domino's Pizza, Inc.

(Exact name of registrant as specified in its charter)

Commission file number:
333-114442

Delaware
(State or other jurisdiction of
incorporation or organization)

38-2511577
(I.R.S. Employer
Identification Number)

30 Frank Lloyd Wright Drive
Ann Arbor, Michigan 48106
(Address of principal executive offices)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement

The disclosure contained in Item 5.02 is incorporated herein by reference. In connection with the appointment of Mr. L. David Mounts as the Company's new Executive Vice President of Finance and Chief Financial Officer, effective November 1, 2005, the Company entered into an employment agreement with Mr. Mounts. The employment agreement has an indefinite term unless terminated by either party in accordance with the provisions of the employment agreement. The employment agreement provides that Mr. Mounts will receive a base salary of \$350,000 and a set bonus of \$150,000 for fiscal 2005. Beginning in fiscal 2006, Mr. Mounts will be eligible to receive an annual incentive bonus of up to 125% of his base salary under the terms and conditions of his employment agreement, which ties the performance bonus to achieving targeted financial goals.

Pursuant to the employment agreement, if Mr. Mounts is terminated by the Company without cause, he is entitled to a severance package of his existing salary for twelve months. Mr. Mounts will also receive, as approved by the Board of Directors, a stock option grant of 250,000 shares at a grant price equal to the closing price on October 19, the day of the grant, with a five year vesting schedule, 20% per year.

In addition, the Company and Harry J. Silverman entered into an amendment to Mr. Silverman's Amended and Restated Employment Agreement on October 18, 2005. Pursuant to the amendment, Mr. Silverman will resign from his position as Executive Vice President of Finance and Chief Financial Officer effective November 1, 2005.

Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

(b) On October 18, 2005, the Company announced that Harry J. Silverman, its Executive Vice President and Chief Financial Officer, will resign from these positions effective November 1, 2005. Mr. Silverman will remain an employee of the Company through December 31, 2005.

(c) On October 18, 2005, the Company announced that it appointed Mr. L. David Mounts, age 42, as its new Executive Vice President of Finance and Chief Financial Officer, effective as of November 1, 2005, replacing Harry J. Silverman, who had announced his intention to retire in December of 2004. Mr. Silverman will retire from his position as Executive Vice President of Finance and Chief Financial Officer effective November 1, 2005. Mr. Silverman will remain as a consultant to the Company through December 31, 2006.

Since 1983, Mr. Mounts has served numerous roles with UPS, Incorporated, most recently as Corporate Controller, U.S. Operations, where he was responsible for finance and accounting activities for this primary segment of UPS, Inc., which represent revenues of \$26 billion annually. From 2002 to 2005, Mr. Mounts was Chief Financial Officer for UPS Supply Chain Solutions Group, a \$7 billion supply chain organization providing services in 120 countries. From 1999 to 2002, Mr. Mounts was Vice President, Mergers and Acquisitions, for UPS.

A copy of the press release announcing the appointment of Mr. Mounts as the new Executive Vice President of Finance and Chief Financial Officer is attached hereto as Exhibit 99.1.

See disclosure under Item 1.01 above for material terms of Mr. Mounts' employment agreement and other material terms of his employment.

(d) On October 20, 2005, Domino's Pizza, Inc. announced that it had elected Diana F. Cantor to its Board of Directors on October 18, 2005. Domino's expects to include Ms. Cantor in its 2006 Proxy Statement for election to the Board of Directors at the 2006 annual meeting of shareholders. Ms. Cantor will also serve on the Company's Nominating and Corporate Governance Committee. Ms. Cantor will receive a stock option grant of 7,500 shares at a grant price equal to the closing price on October 19, the day of the grant, with a one year vesting period. Ms. Cantor also serves on the Board of Directors of Media General Inc. There is no arrangement or understanding between Ms. Cantor and any other persons pursuant to which Ms. Cantor was selected as a director.

A copy of the press release announcing the election of Ms. Cantor as a director is attached hereto as Exhibit 99.2.

Item 9.01 Financial Statements and Exhibits.**(c) Exhibits**

- 1.01. Employment Agreement dated as of October 17, 2005 between Domino's Pizza and L. David Mounts.
- 1.02. Amendment No. 1, dated October 18, 2005, to the Amended and Restated Employment Agreement dated as of December 14, 2004 between Domino's Pizza LLC and Harry Silverman.
- 99.1 Press Release dated October 18, 2005 relating to L. David Mounts.
- 99.2 Press Release dated October 20, 2005 relating to Diana F. Cantor.

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 thereunto duly authorized.

DOMINO'S PIZZA, INC.
(Registrant)

Date: October 21, 2005

/s/ David A. Brandon

David A. Brandon
Chief Executive Officer

EMPLOYMENT AGREEMENT

This Employment Agreement is made as of October 17, 2005, by Domino's Pizza LLC, a Michigan corporation (the "Company") with L. David Mounts (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 Chief Financial Officer and Executive Vice President of Finance 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 in the office of Chief Financial Officer and Executive Vice President of Finance. The Executive shall have such other powers, duties and responsibilities consistent with the Executive's position as Chief Financial Officer and Executive Vice President of Finance 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 Three Hundred Fifty Thousand Dollars (\$350,000) 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.
- (a) Formula Bonus. Subject to Section 5 hereof, the Executive shall be paid an annual bonus in each fiscal year that he/she is an employee (the "Bonus"). The Executive shall have a Bonus target of 100% of Base Salary (the "Target") which shall be based upon the Company's achievement of annual targets as recommended by the CEO and approved by the Board. No Bonus shall be paid unless 90% of the Target is exceeded in the applicable fiscal year. The Executive shall receive one-tenth of one percent (0.1%) of his/her Base Salary for every one hundredth of one percent (0.01%) (rounded to the nearest hundredth) in excess of 90% of the Target that is achieved in the applicable fiscal year. By way of example only, if 100% of the Target is achieved, Executive is entitled to a Bonus under this Section 4.2(a) equal to 100% of Executive's Base Salary.
- (b) Discretionary Bonus. The Executive shall also be eligible for an annual discretionary bonus, the amount of which is determined in the sole discretion of the CEO based on subjective and objective criteria established by the CEO, of up to 25% of Base Salary.
- (c) Pro-Ration (i) Anything to the contrary in this Agreement notwithstanding, and except as provided in (ii) below, any Bonus payable to the Executive in this Agreement for any period of service less than a full year shall be prorated by multiplying (x) the amount of the Bonus otherwise payable for the applicable fiscal year in accordance with this 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.

(ii) For 2005 only, the Executive shall receive a guaranteed bonus of One Hundred Fifty Thousand Dollars (\$150,000) payable in 2006, when the Company pays bonuses to other executives.

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, 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 following circumstances:

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.

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 eligible for disability income benefits under any disability income plan maintained by the Company, or until the termination of his/her employment, whichever shall first occur. Upon becoming so eligible, or upon such termination, whichever shall first occur, the Company shall 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, 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 18-month period from the date of such eligibility or termination, 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 disability income benefits that the Executive receives pursuant to the above-referenced disability income plan 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 eligibility 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, 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) Base Salary earned but unpaid through the date of termination, plus (ii) monthly severance payments, each in an amount equal to the Executive's monthly base compensation in effect at the time of such termination (i.e., 1/12th of the Base Salary) for a period of twelve (12) months ("Severance Term"), plus (iii) any unpaid portion of any Bonus for the fiscal year preceding the year in which such termination occurs that was earned but has not been paid, plus (iv) at the times the Company pays its executives bonuses generally, 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; (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 the amounts specified in Section 5.4.

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.

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.

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.

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

13. Miscellaneous.

13.1 Assignment. Neither the Company nor the 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: Wendy E. Burden at 7595 South Goodrich Square, New Albany, Ohio 43054, and (ii) in the case of the Company, to the attention of Mr. David A. Brandon, CEO, 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: October 17, 2005

By: /s/ David A. Brandon

Name: **David A. Brandon**
Title: **Chief Executive Officer**

THE EXECUTIVE:

/s/ L. David Mounts

Date: October 17, 2005

Name: **L. David Mounts**

EXHIBIT 3.2

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

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This First Amendment to Amended and Restated Executive Employment Agreement (hereafter referred to as this "Agreement") is made by Domino's Pizza LLC, a Michigan limited liability company (the "Company") and Harry J. Silverman (the "Executive") as of the 18th day of October, 2005 (the "Effective Date"), amending that certain Amended and Restated Employment Agreement between the parties dated as of January 1, 2005 (the "2005 Agreement").

RECITALS

WHEREAS, the Executive has expressed a desire to retire from the position of Executive Vice President and Chief Financial Officer of the Company and of Domino's Pizza, Inc., as well as his positions as director, manager or officer of the Company's affiliates, effective November 1, 2005 but remain an employee of the Company until December 31, 2005 in accordance with the 2005 Agreement.

WHEREAS, the Company and the Executive wish to amend the 2005 Agreement in order to provide for a proper transition from Executive Vice President and Chief Financial Officer to employee of the Company.

AGREEMENT

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

1. Section 3.1 of the 2005 Agreement is hereby deleted in its entirety and replaced with the following:

3.1. Offices. During the Term, the Executive shall serve the Company as its Chief Financial Officer until a successor (the "New CFO") Chief Financial Officer is appointed by the Board of Directors of the Company. If the New CFO is appointed before the expiration of the Term, the Executive shall resign from the position of Executive Vice President of Finance and Chief Financial Officer of the Company as well as his positions as director, manager or officer of the Company's affiliates, at the time of the appointment of the New CFO to these positions but the Executive shall continue as an employee of Domino's Pizza LLC through the end of the Term. During the Term, the Executive shall have such duties and responsibilities consistent with the Executive's position as Chief Financial Officer and, as from time to time, prescribed by the Chief Executive Officer of the Company ("CEO").

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

By: /s/ David A. Brandon

Name: David A. Brandon
Title: Chief Executive Officer

THE EXECUTIVE:

/s/ Harry J. Silverman

Name: Harry J. Silverman
Title: Executive Vice President and Chief Financial Officer



Investor Relations Contact:
Lynn M. Liddle, Executive Vice President of Communications and Investor Relations
Domino's Pizza, Inc.
(734) 930-3008

FOR IMMEDIATE RELEASE

Domino's Pizza Appoints L. David Mounts as Chief Financial Officer

Former UPS Executive Brings Wealth of Delivery Experience to Role

Ann Arbor, Michigan, October 18, 2005—Domino's Pizza (NYSE: DPZ), the recognized world leader in pizza delivery, today announced the appointment of L. David Mounts as Executive Vice President of Finance and Chief Financial Officer. He will report to Domino's Pizza Chairman and Chief Executive Officer, David A. Brandon. Mr. Mounts replaces Chief Financial Officer Harry J. Silverman, who is retiring from the Company after more than 20 years of service.

Mr. Mounts will be responsible for all finance and accounting functions, as well as having an integral role in the strategic management of the Company.

Since 1983, Mr. Mounts has served numerous roles with UPS, Incorporated, most recently as Corporate Controller, U.S. Operations, where he was responsible for finance and accounting activities for this primary segment of UPS, Inc., which represent revenues of \$26 billion annually. From 2002 to 2005, Mr. Mounts was Chief Financial Officer for UPS Supply Chain Solutions Group, a \$7 billion supply chain organization providing services in 120 countries. From 1999 to 2002, Mr. Mounts was Vice President, Mergers and Acquisitions, for UPS. During his tenure at UPS he was involved in executing, structuring and conducting post-transaction analysis on more than 30 mergers, acquisitions and joint ventures.

"David Mounts brings extraordinary credentials to the role of CFO at Domino's Pizza," said Mr. Brandon. "He began his career at UPS unloading trucks while a college student in Nevada. During a 22-year career with that great organization, he compiled a wealth of experience and knowledge that will be of great benefit to our Company.

"We have been privileged to have Harry Silverman lead our finance and accounting functions for so many years," Mr. Brandon continued. "At the time Harry announced his impending retirement from the Company, he vowed to stay until we had time to find a worthy successor; and he has kept his promise. Mr. Silverman will be staying on for the balance of 2005 to enable a smooth transition of duties to our new CFO."

Mr. Mounts has an MBA from The Wharton School of Business at the University of Pennsylvania, and a BSBA dual major in Finance and Management Information Systems from the University of Nevada, Las Vegas. He is married, with three children. Mr. Mounts serves on the board of directors for The Genesis Shelter, a shelter for homeless newborns and their families.

Founded in 1960, Domino's Pizza is the recognized world leader in pizza delivery. Domino's is listed on the NYSE under the symbol "DPZ." Through its primarily franchised system, Domino's operates a network of 7,878 franchised and Company-owned stores in the United States and more than 50 countries. The Domino's Pizza® brand, named a Megabrand by Advertising Age magazine, had global retail sales of more than \$4.6 billion in 2004, comprised of nearly \$3.2 billion domestically and more than \$1.4 billion internationally. Domino's Pizza was named "Chain of the Year" by Pizza Today magazine, the leading publication of the pizza industry and is the "Official Pizza of NASCAR®." More information on the Company, in English and in Spanish, can be found on the web at www.dominos.com.



Investor Relations Contact:
Lynn M. Liddle, Executive Vice President of Communications and Investor Relations
Domino's Pizza, Inc.
(734) 930-3008

FOR IMMEDIATE RELEASE

Domino's Pizza Names Diana F. Cantor to its Board

Ann Arbor, Mich., October 20, 2005: Domino's Pizza, Inc., (NYSE: DPZ), the recognized world leader in pizza delivery, announced **Diana F. Cantor** has been named to its Board of Directors, effective at its October 18, 2005 meeting. Ms. Cantor will serve on the nominating and corporate governance committee.

Ms. Cantor has been Executive Director of the Virginia College Savings Plan, a \$13.5 billion college savings program, based in Richmond, Virginia, since 1996. She has served on the board of the College Savings Plans Network since 1997 and as its chair from 2001-2004. Ms. Cantor served seven years as vice president of Richmond Resources, Ltd. (1990-1996), and as vice president of Goldman, Sachs & Co. from 1985-1990.

Ms. Cantor holds a JD from the New York University School of Law and is a member of the State Bar Associations of Virginia, New York and Florida. She is also a Certified Public Accountant, licensed by the State of Florida. She serves on the board of Media General, Inc. and also serves on its audit committee. Ms. Cantor served on the Treasury Board of the Commonwealth of Virginia from 1994 to 2002. She is a member of the Virginia-Israel Advisory Board and from 1998 to 2000, served on the Governor's Blue Ribbon Commission on Higher Education in Virginia.

David A. Brandon, Domino's Chairman and CEO, said, "We are extremely fortunate to have Diana serving as an independent member of our Board. She has a tremendous wealth of experience in both the public and private sector, and this broad experience will bring additional strategic insights to our business. She further strengthens our already high caliber Board composition."

In addition to her JD from the New York University School of Law, Ms. Cantor holds an MBA from the University of Miami and a bachelor's degree in accounting from the University of Florida. She was named one of the "Ten Women to Watch" by Jewish Women International in 2003. Ms. Cantor is married to Eric Cantor, a member of the U.S. House of Representatives.

About Domino's Pizza

Founded in 1960, Domino's Pizza is the recognized world leader in pizza delivery. Domino's is listed on the NYSE under the symbol "DPZ." Through its primarily franchised system, Domino's operates a network of 7,878 franchised and Company-owned stores in the United States and more than 50 countries. The Domino's Pizza® brand, named a Megabrand by Advertising Age magazine, had global retail sales of more than \$4.6 billion in 2004, comprised of nearly \$3.2 billion domestically and more than \$1.4 billion internationally. Domino's Pizza was named "Chain of the Year" by Pizza Today magazine, the leading publication of the pizza industry and is the "Official Pizza of NASCAR®." More information on the Company, in English and Spanish, can be found on the web at www.dominos.com.

**Contact: Lynn Liddle, Executive Vice President of Communications and Investor Relations –
Domino's Pizza, Inc. (734) 930 – 3008**

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