SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

(Mark One)

[x] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 23, 2003

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: 333-74797

Domino's, Inc.
(Exact name of registrant as specified in its charter)

Delaware	38-3025165
(State or other jurisdiction of incorporation or organization)	(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)

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 [X]   No [_]

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Act): Yes [_]   No [X]

The number of shares outstanding of the registrant's common stock as of April 28, 2003 was 10 shares.

Domino's, Inc.

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

Domino's, Inc. and Subsidiaries
Condensed Consolidated Balance Sheets

(In thousands)	March 23, 2003 (Unaudited)	December 29, 2002 (Note)
Assets		
Current assets:		
Cash and cash equivalents	$ 30,238	$ 22,472
Accounts receivable	56,209	57,497
Inventories	21,486	21,832
Notes receivable	2,995	3,398
Prepaid expenses and other	9,317	6,673
Advertising fund assets, restricted	27,458	28,231
Deferred income taxes	6,847	6,809
Total current assets	154,550	146,912
Property, plant and equipment:		
Land and buildings	15,515	15,986
Leasehold and other improvements	58,072	57,029
Equipment	147,468	145,513
Construction in progress	4,690	5,727
	225,745	224,255
Accumulated depreciation and amortization	106,810	103,708
Property, plant and equipment, net	118,935	120,547
Other assets:		
Deferred financing costs	16,693	18,264
Goodwill	27,468	27,232
Capitalized software	27,719	28,313
Other assets	20,712	20,872
Deferred income taxes	58,009	60,287
Total other assets	150,601	154,968
Total assets	$ 424,086	$ 422,427
Liabilities and stockholder's deficit		
Current liabilities:		
Current portion of long-term debt	$ 3,748	$ 2,843
Accounts payable	50,568	46,131
Insurance reserves	8,642	8,452
Advertising fund liabilities	27,458	28,231
Other accrued liabilities	70,444	71,571
Total current liabilities	160,860	157,228
Long-term liabilities:		
Long-term debt, less current portion	577,778	599,180
Insurance reserves	13,791	12,510
Other accrued liabilities	27,950	29,090
Total long-term liabilities	619,519	640,780
Stockholder's deficit:		
Common stock	-	-
Additional paid-in capital	120,723	120,723
Retained deficit	(473,563)	(491,793)
Accumulated other comprehensive loss	(3,453)	(4,511)
Total stockholder's deficit	(356,293)	(375,581)
Total liabilities and stockholder's deficit	$ 424,086	$ 422,427

Note: The balance sheet at December 29, 2002 has been derived from the audited consolidated financial statements at that date but does not include all of the information and footnotes required by accounting principles generally accepted in the United States for complete financial statements.

See accompanying notes.

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

(In thousands)	Fiscal Quarter Ended March 23, 2003	March 24, 2002
Revenues:		
Domestic Company-owned stores	$ 89,942	$ 89,906
Domestic franchise	34,404	34,559
Domestic distribution	167,436	165,745
International	20,470	17,846
Total revenues	312,252	308,056
Operating expenses:		
Cost of sales	230,052	225,338
General and administrative	40,853	44,171
Total operating expenses	270,905	269,509
Income from operations	41,347	38,547
Interest income	103	218
Interest expense	12,333	13,519
Income before provision for income taxes	29,117	25,246
Provision for income taxes	10,773	9,341
Net income	$ 18,344	$ 15,905

See accompanying notes.

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

(In thousands)	Fiscal Quarter Ended March 23, 2003	Fiscal Quarter Ended March 24, 2002
Cash flows from operating activities:		
Net cash provided by operating activities	$ 32,599	$ 22,468
Cash flows from investing activities:		
Capital expenditures	(5,219)	(17,767)
Acquisitions of franchise operations	-	(21,850)
Other	1,002	(4,261)
Net cash used in investing activities	(4,217)	(43,878)
Cash flows from financing activities:		
Repayments of long-term debt	(20,500)	(14,454)
Distributions to Parent	(114)	(10,006)
Net cash used in financing activities	(20,614)	(24,460)
Effect of exchange rate changes on cash and cash equivalents	(2)	(22)
Increase (decrease) in cash and cash equivalents	7,766	(45,892)
Cash and cash equivalents, at beginning of period	22,472	55,147
Cash and cash equivalents, at end of period	$ 30,238	$ 9,255

See accompanying notes.

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

March 23, 2003

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 Article 10 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. 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 23, 2003 are not necessarily indicative of the results that may be expected for the fiscal year ending December 28, 2003. For further information, refer to the consolidated financial statements and footnotes thereto for the fiscal year ended December 29, 2002 included in our Form 10-K.

2. Comprehensive Income

	Fiscal Quarter Ended	
	March 23, 2003	March 24, 2002
Net income	$ 18,344	$ 15,905
Unrealized loss on derivative instruments, net of tax	(101)	(355)
Reclassification adjustment for losses included in net income, net of tax	1,048	739
Currency translation adjustment	111	(42)
Comprehensive income	$ 19,402	$ 16,247

3. Segment Information

The following table summarizes revenues, income from operations and earnings before interest, taxes, depreciation and amortization, as defined ("EBITDA") for each of the Company's reportable segments.

	Fiscal Quarter Ended March 23, 2003 and March 24, 2002					
	Domestic Stores	Domestic Distribution	International	Intersegment Revenues	Other	Total
Revenues -						
2003	$124,346	$192,528	$20,470	$ (25,092)	$ -	$312,252
2002	124,465	189,674	17,846	(23,929)	-	308,056
Income from operations -						
2003	$ 31,614	$ 11,924	$ 5,675	N/A	$ (7,866)	$ 41,347
2002	33,484	10,106	4,604	N/A	(9,647)	38,547
EBITDA -						
2003	$ 34,581	$ 13,595	$ 5,876	N/A	$ (4,221)	$ 49,831
2002	35,795	11,611	4,758	N/A	(6,423)	45,741

The following table reconciles EBITDA to income before provision for income taxes.

	Fiscal Quarter Ended	
	March 23, 2003	March 24, 2002
EBITDA	$ 49,831	$ 45,741
Depreciation and amortization	(6,738)	(7,152)
Interest expense	(12,333)	(13,519)
Interest income	103	218
Loss on debt extinguishments	(1,743)	(213)
Gains (losses) on sale/disposal of assets and other	(3)	171
Income before provision for income taxes	$ 29,117	$ 25,246

4. Retirement of Senior Subordinated Notes

The Company retired $20.5 million of outstanding senior subordinated notes during the first quarter of 2003. The Company recognized losses of approximately $1.7 million reflecting the difference between the carrying values of the notes and the open market purchase prices.

5. Balance Sheet Presentation of Advertising Fund

The Company has presented on a gross basis approximately $27.5 million of assets and liabilities of our advertising fund (the "Advertising Fund") in the condensed consolidated balance sheet as of March 23, 2003 and has reclassified approximately $28.2 million of assets and liabilities of the Advertising Fund in the condensed consolidated balance sheet as of December 29, 2002. The Company had previously presented these assets and liabilities on a net basis. As the related assets, consisting primarily of cash and accounts receivable, held by the Advertising Fund can only be used for activities that promote the Domino's Pizza brand, all assets held by the Advertising Fund are considered restricted.

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

The 2003 and 2002 first quarters referenced herein represent the twelve-week periods ended March 23, 2003 and March 24, 2002, respectively.

Store Growth Activity

The following is a summary of the Company's store growth activity for the first quarter of 2003.

	First Quarter of 2003				
	Beginning of Period	Opened	Closed	Transfers	End of Period
Domestic Company-owned stores	577	1	-	-	578
Domestic franchise	4,271	22	(19)	-	4,274
Domestic stores	4,848	23	(19)	-	4,852
International	2,382	47	(28)	-	2,401
Total	7,230	70	(47)	-	7,253

Revenues

Revenues include retail sales by Company-owned stores, royalties and fees from domestic and international franchise stores, and sales of food, equipment and supplies by our distribution centers to certain domestic and international franchise stores.

Consolidated revenues increased $4.2 million or 1.4% to $312.3 million in the first quarter of 2003, from $308.1 million in the comparable period in 2002. This increase in revenues was due primarily to increases in domestic distribution and international revenues. These results are more fully described below.

Domestic Stores

Domestic stores are comprised of domestic Company-owned store operations and domestic franchise operations, as summarized in the following table.

Domestic Stores	First Quarter of 2003		First Quarter of 2002	
Domestic Company-owned stores	$ 89.9	72.3%	$ 89.9	72.2%
Domestic franchise	34.4	27.7	34.6	27.8
Total domestic stores revenues	$124.3	100.0%	$124.5	100.0%

Domestic stores revenues decreased slightly in the first quarter of 2003 from the comparable period in 2002 due primarily to decreases in same store sales at both domestic Company-owned and franchise stores, offset in part by the timing of the Company's acquisition of 83 stores from our former franchisee in Arizona (the "Arizona Acquisition") on February 25, 2002. Same store sales for domestic stores decreased 1.1% in the first quarter of 2003, compared to the same period in 2002. This decrease in same store sales was a result of a continued weak economic climate, hesitant consumer spending and continued competitive pressures. The Company was also cycling over a 7.6% domestic stores same store sales increase in the comparable period in 2002. These results are more fully described below.

Domestic Company-Owned Stores

Revenues from domestic Company-owned store operations increased slightly in the first quarter of 2003 from the comparable period in 2002. This increase in revenues was due primarily to the timing of the Arizona Acquisition, offset in part by a decrease in same store sales. The financial statements include revenues from the Arizona Acquisition for the full first quarter in 2003, compared to a partial first quarter in 2002. There were 578 and 598 domestic Company-owned stores in operation as of March 23, 2003 and March 24, 2002, respectively. Same store sales for domestic Company-owned stores decreased 5.6% in the first quarter of 2003, compared to the same period in 2002.

Domestic Franchise

Revenues from domestic franchise operations decreased slightly in the first quarter of 2003 from the comparable period in 2002. This decrease in revenues was due primarily to a decrease in same store sales offset in part by a slight increase in the average number of domestic franchise stores open during 2003. Same store sales for domestic franchise stores decreased 0.4% in the first quarter of 2003, compared to the same period in 2002. There were 4,274 and 4,212 domestic franchise stores in operation as of March 23, 2003 and March 24, 2002, respectively.

Domestic Distribution

Revenues from domestic distribution operations increased $1.7 million or 1.0% to $167.4 million in the first quarter of 2003, from $165.7 million in the comparable period in 2002. This increase in revenues was due primarily to an increase in volumes, offset in part by a market decrease in overall food basket prices, including lower cheese prices. The cheese block price per pound averaged $1.12 in the first quarter of 2003, compared to $1.26 in the comparable period in 2002.

International

Revenues from international operations increased $2.6 million or 14.7% to $20.5 million in the first quarter of 2003, from $17.8 million in the comparable period in 2002. This increase in revenues was due primarily to increases in same store sales and in the average number of international stores open during 2003. On a constant dollar basis, same store sales increased 4.4% in the first quarter of 2003, compared to the same period in 2002. On a historical dollar basis, same store sales increased 6.7% in the first quarter of 2003, compared to the same period in 2002. The first quarter figures indicate that the U.S. Dollar was generally weaker against the currencies of those countries in which we compete as compared to the same period in 2002. There were 2,401 and 2,266 international stores in operation as of March 23, 2003 and March 24, 2002, respectively.

Cost of Sales / Operating Margin

The consolidated operating margin, which we define as revenues less cost of sales, decreased $0.5 million or 0.6% to $82.2 million in the first quarter of 2003, from $82.7 million in the comparable period in 2002, as summarized in the following table.

	First Quarter of 2003		First Quarter of 2002	
Revenues	$312.3	100.0%	$308.1	100.0%
Cost of sales	230.1	73.7	225.3	73.1
Operating margin	$ 82.2	26.3%	$ 82.7	26.9%

Consolidated cost of sales is comprised primarily of Company-owned store and domestic distribution costs incurred to generate revenues. Components of consolidated cost of sales primarily include food, labor and occupancy costs.

Consolidated cost of sales increased $4.7 million or 2.1% to $230.1 million in the first quarter of 2003, from $225.3 million in the comparable period in 2002. This increase in consolidated cost of sales was driven primarily by cost of sales changes at domestic Company-owned stores and domestic distribution, as more fully described below.

Domestic Company-Owned Stores

The domestic Company-owned store operating margin decreased $3.6 million or 15.8% to $18.9 million in the first quarter of 2003, from $22.5 million in the comparable period in 2002, as summarized in the following table.

Domestic Company-Owned Stores	First Quarter of 2003		First Quarter of 2002	
Revenues	$89.9	100.0%	$89.9	100.0%
Cost of sales	71.0	78.9	67.4	75.0
Store operating margin	$18.9	21.1%	$22.5	25.0%

Cost of sales increased as a percentage of store revenues in the first quarter of 2003, compared to the comparable period in 2002 due primarily to increases in food, labor and occupancy costs. As a percentage of store revenues, food costs increased 1.3% to 27.0% in the first quarter of 2003, from 25.7% in the comparable period in 2002. This increase in food costs as a percentage of store revenues was due primarily to a change in product mix per order as a result of aggressive promotions and new product introductions, offset in part by a market decrease in overall food prices, including cheese. As a percentage of store revenues, labor costs increased 1.0% to 30.5% in the first quarter of 2003, from 29.5% in the comparable period in 2002, reflecting the impact of decreased same store sales and increased average wage rates at our stores. As a percentage of store revenues, occupancy costs, which include rent, telephone, utilities and other related costs, increased 1.5% to 9.9% in the first quarter of 2003, from 8.4% in the comparable period in 2002. This increase in occupancy costs was due primarily to increases in rents and other related costs.

Domestic Distribution

The domestic distribution operating margin increased $2.2 million or 12.1% to $19.7 million in the first quarter of 2003, from $17.5 million in the comparable period in 2002, as summarized in the following table.

Domestic Distribution	First Quarter of 2003		First Quarter of 2002	
Revenues	$167.4	100.0%	$165.7	100.0%
Cost of sales	147.7	88.2	148.2	89.4
Distribution operating margin	$ 19.7	11.8%	$ 17.5	10.6%

Cost of sales as a percentage of distribution revenues was positively impacted by increases in volumes, efficiencies in the areas of operations and purchasing as well as reductions in certain commodity prices, including cheese. Reductions in certain food prices have a positive effect on the distribution operating margin as a percentage of distribution revenues due to the fixed dollar margin earned by domestic distribution on sales of certain food items, including cheese. Had cheese prices remained constant with the first quarter of 2002 levels, the domestic distribution operating margin would have decreased to approximately 11.5% of distribution revenues or 0.3% less than reported amounts.

General and Administrative Expenses

General and administrative expenses decreased $3.3 million or 7.5% to $40.9 million in the first quarter of 2003, from $44.2 million in the comparable period in 2002. As a percentage of total revenues, general and administrative expenses decreased 1.2% to 13.1% in the first quarter of 2003, from 14.3% in the comparable period in 2002. This improvement in general and administrative expenses as a percentage of revenues was due primarily to management's continued focus on controlling overhead costs, including a decrease in administrative labor, and a decrease in depreciation and amortization. These improvements were offset in part by a $1.5 million increase in loss on debt extinguishments relating to the Company's retirement of $20.5 million of outstanding senior subordinated notes during the first quarter of 2003.

Interest Expense

Interest expense decreased $1.2 million or 8.8% to $12.3 million in the first quarter of 2003, from $13.5 million in the comparable period in 2002. This decrease in interest expense was due primarily to a decrease in related variable interest rates on our senior credit facility borrowings and reduced debt levels. The Company repaid $20.5 million of debt in the first quarter of 2003, compared to $14.5 million in the comparable period in 2002.

Provision for Income Taxes

Provision for income taxes increased $1.4 million to $10.8 million in the first quarter of 2003, from $9.3 million in the comparable period in 2002. This increase was due primarily to an increase in pre-tax income.

Liquidity and Capital Resources

We had negative working capital of $6.3 million and cash and cash equivalents of $30.2 million at March 23, 2003. Historically, we have operated with minimal 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. In addition, our sales are not typically seasonal, which further limits our working capital requirements. Our primary sources of liquidity are cash flows from operations and availability of borrowings under our revolving credit facility. We expect to fund planned capital expenditures and debt repayments from these sources.

As of March 23, 2003, we had $581.5 million of long-term debt, of which $3.7 million was classified as a current liability. There were no borrowings under our $100 million revolving credit facility. Letters of credit issued under the revolving credit facility were $19.9 million. Borrowings under the revolving credit facility are available to fund our working capital requirements, capital expenditures and other general corporate purposes.

Cash provided by operating activities was $32.6 million and $22.5 million in the first quarter of 2003 and 2002, respectively. The $10.1 million increase was due primarily to a $7.6 million increase in the net change in operating assets and liabilities and a $2.4 million increase in net income.

Cash used in investing activities was $4.2 million and $43.9 million in the first quarter of 2003 and 2002, respectively. The $39.7 million decrease was due primarily to a $21.9 million decrease in acquisitions of franchise operations and a $12.5 million decrease in capital expenditures. The decrease in acquisitions of franchise operations is due primarily to the Arizona Acquisition in the first quarter of 2002.

Cash used in financing activities was $20.6 million and $24.5 million in the first quarter of 2003 and 2002, respectively. The $3.8 million decrease was due primarily to a $9.9 million decrease in distributions to Parent primarily relating to the Arizona Acquisition, offset in part by a $6.0 million increase in repayments of long-term debt. The Company retired $20.5 million of outstanding senior subordinated notes during the first quarter of 2003, using cash generated from operations.

Based upon the current level of operations and anticipated growth, we believe that the cash generated from operations and amounts available under the revolving credit facility will be adequate to meet our anticipated debt service requirements, capital expenditures and working capital needs for the next several years. 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 senior credit facility or through other sources to enable us to service our indebtedness, including the senior credit facility and the senior subordinated notes, or to make anticipated capital expenditures. Our future operating performance and our ability to service or refinance the senior subordinated notes and to service, extend or refinance the senior credit facility will be subject to future economic conditions and subject to financial, business and other factors, many of which are beyond our control. Additionally, the Company may be requested to provide funds to TISM, Inc., our parent company ("TISM"), for stock dividends, stock repurchases, distributions and/or other cash needs of TISM.

New Accounting Pronouncements

During the first quarter of 2003, the Company adopted Financial Accounting Standards Board Interpretation No. 45, "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others" ("FIN 45"). The adoption of FIN 45 did not have a material effect on the Company's results of operations or financial condition.

Forward-Looking Statements

Certain statements contained in this filing relating to capital spending levels and the adequacy of our capital resources are forward-looking. Also, statements that contain words such as "believes," "expects," "anticipates," "intends," "estimates" or similar expressions are forward-looking statements. Forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such forward-looking statements. Among these risks and uncertainties are competitive factors, increases in our operating costs, ability to retain our key personnel, our substantial leverage, ability to implement our growth and cost-saving strategies, industry trends and general economic conditions, adequacy of insurance coverage and other factors, all of which are described in the Form 10-K for the year ended December 29, 2002 and our other filings with the Securities and Exchange Commission. 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 risks from interest rate changes on our variable rate debt. Management actively monitors this exposure. The Company does not engage in speculative transactions nor does it hold or issue financial instruments for trading purposes.

Interest Rate Derivatives

The Company may enter into interest rate swaps, collars or similar instruments with the objective of reducing volatility relating to our borrowing costs.

The Company is party to into an interest rate collar and four interest rate swap agreements which effectively convert the variable Eurodollar component of the effective interest rate on a portion of the Company's debt under its senior credit facility to various fixed rates over various terms. These agreements are summarized as follows:

Derivative	Total Notional Amount	Term	Rate
Interest Rate Collar	$70.0 million	June 2001 - June 2003	3.86% - Floor 6.00% - Ceiling
Interest Rate Swap	$70.0 million	June 2001 - June 2004	4.90%
Interest Rate Swap	$35.0 million	September 2001 - September 2003	3.645%
Interest Rate Swap	$35.0 million	September 2001 - September 2004	3.69%
Interest Rate Swap	$75.0 million	August 2002 - June 2005	3.25%

Interest Rate Risk

The Company's variable interest expense is sensitive to changes in the general level of interest rates. As of March 23, 2003, a portion of the Company's debt is borrowed at Eurodollar rates plus a blended margin rate of 2.25%. As of March 23, 2003, the weighted average interest rate on our $78.2 million of variable interest debt was 3.65%.

The Company had total interest expense of approximately $12.3 million in the first quarter of 2003. The estimated increase in interest expense from a hypothetical 200 basis point adverse change in applicable variable interest rates would be approximately $0.4 million.

Item 4. Controls and Procedures

a. Within 90 days prior to the date of the filing of this report, the Company's Chief Executive Officer and Chief Financial Officer conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Exchange Act Rules 13a-14 and 15d-14. Based upon that evaluation such officers concluded that our disclosure controls and procedures are effective to ensure that information is gathered, analyzed and disclosed on a timely basis.

b. There have been no significant changes in the Company's internal controls or in other factors that could significantly affect these controls subsequent to the date of the evaluation referred to above.

PART II. OTHER INFORMATION

Item 6. Exhibits and Reports on Form 8-K

a. Exhibits

Exhibit Number	Description
10.1	TISM, Inc. Class A-3 Stock Option Agreement with Dennis F. Hightower, dated as of February 25, 2003.
99.1	Certification by David A. Brandon 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.
99.2	Certification by Harry J. Silverman 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.

b. Current Reports on Form 8-K

The Company filed a Current Report on Form 8-K on March 4, 2003 which included the Company's annual press release announcing its fiscal 2002 results.

The Company filed a Current Report on Form 8-K on May 6, 2003 which included a press release announcing the Company's first quarter 2003 results.

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 duly authorized officer.

DOMINO'S, INC.
(Registrant)

Date: May 6, 2003

/s/ Harry J. Silverman

Chief Financial Officer

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

I, David A. Brandon, Chief Executive Officer, Domino's, Inc., certify that:

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

2. Based on my knowledge, this quarterly 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 quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly 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 quarterly report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:

   a) designed such disclosure controls and procedures 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 quarterly report is being prepared;

   b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and

   c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this quarterly report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

May 6, 2003	/s/ David A. Brandon
- -------------	---------------------
Date	David A. Brandon Chief Executive Officer

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

I, Harry J. Silverman, Chief Financial Officer, Domino's, Inc., certify that:

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

2. Based on my knowledge, this quarterly 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 quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly 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 quarterly report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:

   a) designed such disclosure controls and procedures 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 quarterly report is being prepared;

   b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and

   c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this quarterly report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

May 6, 2003	/s/ Harry J. Silverman
Date	Harry J. Silverman Chief Financial Officer

EXHIBIT 10.1

Optionee:	Dennis Hightower
Grant Date:	February 25, 2003
Number of Shares of Class A-3 Common Stock:	7,500
Price Per Share:	$6.70

This option and any securities issued upon exercise of this option are subject to restrictions on voting and transfer and requirements of sale and other provisions as set forth in a Stockholders Agreement (the "Stockholders Agreement") among the Company, certain of its subsidiaries and certain of its shareholders, dated as of December 21, 1998 and this option and any securities issued upon exercise of this option constitute Other Investor Shares as defined therein. The Company will furnish a copy of such Stockholders Agreement to the holder of this option without charge upon written request.

TISM, Inc.
Stock Option

Hightower Class A Option Agreement

This option agreement (the "Agreement") is made as of the Grant Date by and between TISM, Inc., a Michigan corporation (the "Company"), and the Optionee, pursuant to the Company's Third Amended and Restated Stock Option Plan (the "Plan"). The initially capitalized terms Optionee, Grant Date, Number of Shares and Price Per Share shall have the meanings set forth above; initially capitalized terms not otherwise defined herein shall have the meaning provided in the Plan. The Company and the Optionee hereby agree as follows:

1. Grant of Option.

A. This Agreement evidences the grant by the Company on the Grant Date to the Optionee of an option to purchase, in whole or in part, on the terms provided herein and in the Plan, the Number of Shares of Class A-3 Common Stock, par value $.001 per share, of the Company set forth above (the "Shares") at the Price Per Share. The price at which the Option may be exercised is the Price Per Share. The number of Shares for which the Option may be exercised is the Number of Shares set forth above.

B. For so long as the Optionee is a member of the Board of Directors of the Company (the "Board"), this Option shall become exercisable as to 100% of the total Number of Shares on February 25, 2003; provided, that the Option shall cease to vest and shall terminate as to the Number of Shares not then exercisable on the date the Optionee no longer serves as a member of the Board; provided, further, that the total Number of Shares then eligible for vesting under this Option shall immediately vest and become exercisable upon a Change of Control.

The latest date on which this Option may be exercised (the "Final Exercise Date") is the earliest of (i) ten years following the Grant Date, or (ii) the termination hereof in accordance with this Agreement or the Plan.

C. As used herein, the following terms shall have the meanings set forth below:

"Change of Control" shall have the meaning of that term as defined in the Stockholders Agreement.

"Option" shall mean the option to purchase the Shares of Class A-3 Common Stock granted to the Optionee pursuant to this Agreement.

"Person" shall mean any individual, partnership, corporation, company, association, trust, joint venture, unincorporated organization, entity, or any government, governmental department or agency or political subdivision thereof.

2. Exercise of Option. Any election to exercise this Option shall be in writing, signed by the Optionee or by such Person's executor or administrator (the "Legal Representative"), and received by the Company at its principal office, accompanied by payment in full and by such additional reasonable documentation evidencing the right to exercise (or, in the case of a Legal Representative, of the authority of such person) as the Company may require. The purchase price shall be paid by bank check or wire transfer of immediately available federal funds, or such other form of consideration as is designated by the Board.

3. Other Agreements. In addition to the terms and provisions of this Agreement and the Plan, this Option and any Shares received upon the exercise of this Option shall be subject to certain rights, restrictions and obligations set forth in the Stockholders Agreement and shall constitute Other Investor Shares thereunder and the Optionee shall be party thereto and bound thereby as an Other Investor thereunder with respect to such Shares as fully as if he were an original signatory thereto.

4. Withholding. No Shares will be transferred pursuant to the exercise of this Option unless and until the person exercising this Option shall have remitted to the Company an amount sufficient to satisfy any federal, state or local withholding tax requirements, or shall have made other arrangements reasonably satisfactory to the Company with respect to such taxes.

5. Representations and Warranties. The Optionee represents and warrants to the Company as follows:

The Optionee has been advised that the Shares to be received upon the exercise of this Option have not been registered under the Securities Act or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. The Optionee is aware that the Company is under no obligation to effect any such registration with respect to the Shares or to file for or comply with any exemption from registration. Any election by the Optionee to exercise this Option to purchase the Shares will be made by the Optionee hereunder for its own account and not with a view to, or for resale in connection with, the distribution of the Shares in violation of the Securities Act. The Optionee has such knowledge and experience in financial and business matters that the Optionee is capable of evaluating the merits and risks of an investment in the Shares, is able to incur a complete loss of such investment and is able to bear the economic risk of such investment for an indefinite period of time. The Optionee is an accredited investor as that term is defined in Regulation D under the Securities Act.

6. Effect on Board Membership. Neither the grant of this Option, nor the issuance of Shares upon exercise of this Option, shall give the Optionee any right to serve as a member of the Board, affect the right of the Board or the stockholders of the Company to elect or remove such Optionee at any time, or affect any right of such Optionee to resign from his membership on the Board at any time.

7. Notices. Any notices or other communications required or permitted hereunder shall be effective if in writing and delivered in the manner required by the Stockholders Agreement, to the Company addressed as provided in the Stockholders Agreement and to the Optionee at its address specified on the signature page hereto.

8. Provisions of the Plan, Etc. This Option is subject in its entirety to the provisions of the Plan, a copy of which is furnished to the Optionee with this Option, provided that in the event of any conflict between the terms of this Option and the Plan, the terms of the Option shall control. The Option evidenced by this Agreement is not intended to qualify as an incentive stock option under Section 422 of the Internal Revenue Code (the "Code").

9. Remedies. The Company and the Optionee shall have all remedies available at law, in equity or otherwise in the event of any breach or violation of this Agreement or any default hereunder by the Company or the Optionee. The parties acknowledge and agree that in the event of any breach of this Agreement, in addition to any other remedies which may be available, each of the parties hereto shall be entitled to specific performance of the obligations of the other parties hereto and, in addition, to such other equitable remedies (including without limitation preliminary or temporary relief) as may be appropriate in the circumstances.

10. Miscellaneous.

A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of Michigan.

B. Entire Agreement/Amendments. This Agreement and the other agreements referred to herein contain the entire understanding of the parties with respect its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

C. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

D. Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

E. Consent to Jurisdiction. Each party to this Agreement, by its execution hereof, (x) hereby irrevocably submits to the jurisdiction of the state courts of the State of Michigan sitting in the County of Washtenaw or the United States District Court for the Eastern District of Michigan for the purpose of any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof, (y) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, and agrees not to allow any of its subsidiaries to assert, by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such proceeding brought in one of the above-named courts is improper, or that this Agreement or the subject matter hereof or thereof may not be enforced in or by such court and (z) hereby agrees not to commence or maintain any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof or thereof other than before one of the above-named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation to any court other than one of the above-named courts whether on the grounds of inconvenient forum or otherwise. Notwithstanding the foregoing, (i) to the extent that any party hereto is or becomes a party in any litigation in connection with which it may assert indemnification rights set forth in this agreement, the court in which such litigation is being heard shall be deemed to be included in clause (a) above and (ii) judgments obtained in any court referred to in clause (a) above may be enforced in any jurisdiction. Each party hereto 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 on the signature page hereto is reasonably calculated to give actual notice.

F. Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH PARTY HERETO HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE OR ACTION, CLAIM, CAUSE OF ACTION OR SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW

EXISTING OR HEREAFTER ARISING. EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTIES HERETO THAT THIS SECTION 10(F) CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH THEY ARE RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 10(F) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

G. Authority; Effect; etc. Each party hereto represents and warrants to and agrees with each other party that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized on behalf of such party and do not violate any agreement or other instrument applicable to such party or by which its assets are bound. This Agreement does not, and shall not be construed to, give rise to the creation of a partnership among any of the parties hereto, or to constitute any of such parties members of a joint venture or other association.

H. Assignment. This Agreement shall not be assignable by the Optionee and shall be assignable by the Company only with the consent of the Optionee, provided, however, that the Company shall require any successor to substantially all of the stock, assets or business of the Company to assume this Agreement.

I. Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the Optionee and the Company and their respective personal or legal representatives, executors, administrators, successors, including successors to all or substantially all of the stock, business and/or assets of the Company, heirs, distributees, devisees and legatees of the parties.

J. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

TISM, Inc.

By: /s/ Harry Silverman

Name: Harry Silverman
Title:

Dennis Hightower

/s/ Dennis F. Hightower

Name: Dennis F. Hightower
Address:

EXHIBIT 99.1

CERTIFICATION 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

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, the undersigned, as Chief Executive Officer of Domino's, Inc. (the "Company"), does hereby certify that to the undersigned's knowledge:

1) the Company's Quarterly Report on Form 10-Q for the quarter ending March 23, 2003 (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

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

/s/ David A. Brandon

David A. Brandon
Chief Executive Officer

Dated: May 6, 2003

EXHIBIT 99.2

CERTIFICATION 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

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, the undersigned, as Chief Financial Officer of Domino's, Inc. (the "Company"), does hereby certify that to the undersigned's knowledge:

1) the Company's Quarterly Report on Form 10-Q for the quarter ending March 23, 2003 (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

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

/s/ Harry J. Silverman

Harry J. Silverman
Chief Financial Officer

Dated: May 6, 2003