

MAXIMUM FICO SCORE · CREDIT EDUCATION SERIES

Credit Reporting Resource Guide

*A consumer's reference for Metro 2 reporting,
FCRA disputes, and tradeline corrections*

2026 EDITION

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BBB A+

FCRA

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MAXIMUM FICO SCORE

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SECTION 01

Welcome to the CRRG

Welcome to the **Maximum FICO Score Credit Reporting Resource Guide** — our consumer-friendly reference to Metro 2 reporting, FCRA dispute rights, and the technical mechanics behind tradeline corrections.

This guide exists for two reasons. First, the Consumer Data Industry Association's *Credit Reporting Resource Guide* (the industry-standard CRRG) is sold only to furnishers — banks, lenders, and collectors — for several hundred dollars. Consumers are locked out of the rules that govern how their own credit reports are constructed. Second, the gap between what consumers know and what furnishers know is exactly where credit reporting errors live. We wrote this to close that gap.

Every section below is original work by the Maximum FICO Score research team, written for the 2026 credit landscape and reviewed against current FCRA, FDCPA, and CFPB guidance.

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SECTION 02

What Metro 2 Actually Is

Metro 2 is the technical data format that every furnisher must use when reporting account information to the three major credit bureaus — Equifax, Experian, and TransUnion. It is not a law. It is a contract. Every bank, credit card issuer, mortgage servicer, and collection agency that wants to report to the bureaus must agree to follow the Metro 2 specification published by the Consumer Data Industry Association (CDIA).

The format dictates exactly what fields a tradeline must contain, what values are allowed in those fields, and how the fields must relate to one another. A complete Metro 2 record has dozens of discrete fields — account number, status code, balance, dates, payment history, compliance flags, and more. Each field is governed by precise rules.

Plain English

Metro 2 is the rulebook for what your credit report can and cannot say about each account. If a furnisher breaks the rules, the law gives you the right to demand correction or deletion.

Where Metro 2 Came From

Metro 2 replaced the original "Metro" format in the 1990s after the credit bureaus needed a more structured, standardized way to ingest data from thousands of furnishers. The CDIA — a trade association whose members include Equifax, Experian, TransUnion, and Innovis — maintains the specification and publishes annual updates in the *Credit Reporting Resource Guide* (CRRG).

Furnishers are required by contract to follow the spec. When they don't, two things become true at once: (1) they are in breach of their furnishing agreement with the bureaus, and (2) they are also in violation of the Fair Credit Reporting Act's accuracy requirements under §623.

SECTION 03

Why Metro 2 Matters: The FCRA Mechanism

Metro 2 alone is just a technical document. What makes it powerful in credit repair is its intersection with federal law.

FCRA §623 — Data Furnisher Obligations

The Fair Credit Reporting Act, codified at 15 U.S.C. §1681s-2, requires every data furnisher to: (1) report only accurate information, (2) update or correct information when notified of an error, and (3) conduct a "reasonable investigation" when a consumer files a dispute. The CFPB has interpreted "accurate" to include both factual accuracy and reporting format accuracy.

FCRA §611 — Bureau Investigation Duties

Under 15 U.S.C. §1681i, when a consumer disputes a tradeline, the bureau has 30 days (or 45 if the consumer provides additional information) to investigate. The bureau must contact the furnisher, review the dispute, and either correct or delete inaccurate, incomplete, or unverifiable information.

The Mechanism in Plain Terms

When you identify a Metro 2 violation on your credit report, you are simultaneously identifying an FCRA accuracy violation. The bureau and furnisher are both legally obligated to fix it. If they can't fix it (because their data systems can't produce a compliant record), the tradeline must be deleted.

Why this works

A generic dispute ("this is not mine") often fails — the furnisher confirms the debt and the bureau marks it verified. A Metro 2 dispute ("the DOFD field contradicts §605's 7-year clock") is substantively different. Case law treats specific, technical disputes as a higher class of complaint.

SECTION 04

Required Metro 2 Data Fields

Every tradeline reported to the bureaus contains a structured record with these key fields. We've grouped them by category and called out which fields are the most commonly disputed.

Category	Field	What It Reports
Identity	Account Number	Masked account number (last 4 digits)
	Account Type Code	What kind of account (credit card, mortgage, etc.)
	Portfolio Type	Account holder type (individual, joint)
Status	Account Status Code	Current state (open, closed, charge-off, etc.)
	Payment Rating	Most recent payment status
	Current Balance	What the consumer currently owes
	High Credit / Loan Amt	Credit limit or original loan amount
Dates	Date Opened	When the account was first opened
	Date of Last Activity	Most recent posting on the account
	Date of First Delinquency	When the consumer first fell behind (DOFD)
	Date Closed	When the account was closed
History	Payment History Profile	24-month string showing payment status by month
	Past Due Amount	How much is currently overdue
Compliance	Compliance Condition Code	Special flags (disputed, bankruptcy, etc.)
	Special Comment Code	Additional comments (settled, paid-as-agreed, etc.)
	Consumer Information Ind.	Bankruptcy, deceased, identity theft flags
Collection	Original Creditor Name	Required on collection accounts
	Date Account Sold	When the collection was purchased

Read this

If *any* of these fields is wrong, missing, or contradicts another field on the same tradeline, the entire account is non-compliant and disputable under FCRA §623. The next section covers the 7 specific violations we see most often.

SECTION 05

The 7 Most Common Metro 2 Violations

1

Re-aged Date of First Delinquency

The DOFD is the original date the consumer first fell behind. By federal law (FCRA §605), the 7-year reporting clock starts there — not the date a collector buys the debt. When a collector reports a DOFD that's newer than what the original creditor reported, that's re-aging, and it's both an FCRA and Metro 2 violation. We see this on roughly half of all collection accounts we review.

2

Account Status Code Contradiction

Metro 2 has specific status codes — for example, "13" means "Paid or closed account/zero balance," "97" means "Charge off," "62" means "Account paid in full; was a charge off." When the Account Status Code contradicts the balance, payment rating, or current activity, the tradeline is non-compliant. Example: an account showing Status 11 (Open) with a Charge Off in the payment history is contradictory.

3

Missing or Incorrect Compliance Condition Code

The CCC field flags accounts that have special conditions — such as "XB" for accounts disputed by the consumer or "XC" for accounts in dispute under FCRA. Furnishers are required to set this code when a dispute is filed. When they fail to, every credit report generated during the dispute window is misleading and disputable.

4

Payment History Profile Inconsistencies

The 24-month payment history string must align with the Account Status, the Date of Last Activity, and the Past Due Amount. When a tradeline shows "no payment data" for months that should have data — or shows on-time payments alongside a charge-off status — Metro 2 has been violated.

85

Original Creditor Field Blank on a Collection

Collection accounts must include the name of the original creditor in the appropriate field. When that field is blank, the consumer cannot verify the underlying debt — which is grounds for deletion under both FCRA §611 (accuracy) and FDCPA §809 (validation).

86

Different Balances Across the Three Bureaus

The same account should report the same balance to all three bureaus on the same monthly cycle. When Equifax shows \$4,200, Experian shows \$4,178, and TransUnion shows \$4,250, at least two of those entries are wrong. Pull all three reports on the same day to spot this.

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Account Reporting After a Bankruptcy Discharge

Accounts included in a discharged bankruptcy must be coded with Special Comment Code "AU" (Account included in bankruptcy) and the balance must be reported as \$0. When a discharged account continues showing a balance owed, Metro 2 has been violated and the tradeline must be corrected.

SECTION 06

Account Status Code Reference

The Account Status Code is one of the most heavily weighted fields in FICO scoring. A single wrong code can keep a paid account looking like a charge-off, or vice versa. Below are the most common codes you'll see on a credit report and what each one means.

Code	Meaning	Score Impact
05	Account transferred to another office	Neutral
11	Account open and current (paying as agreed)	Positive
13	Paid or closed account / zero balance	Neutral
61	Account paid in full / was a voluntary surrender	Negative
62	Account paid in full / was a charge-off	Mildly Negative
63	Account paid in full / collection account	Negative
64	Account paid in full / was a repossession	Negative
65	Account paid in full / foreclosure started	Negative
71	Account 30 days past due	Negative
78	Account 60 days past due	Negative
80	Account 90 days past due	Very Negative
82	Account 120 days past due	Very Negative
83	Account 150 days past due	Very Negative
84	Account 180+ days past due	Severely Negative
93	Account assigned to internal/external collections	Severely Negative
94	Foreclosure complete	Severely Negative
95	Government claim paid (FHA, VA)	Severely Negative
96	Voluntary surrender	Severely Negative
97	Unpaid balance reported as a loss (charge-off)	Severely Negative

SECTION 07

Compliance Condition Code (CCC) Reference

The Compliance Condition Code (CCC) is a 2-character flag that furnishers use to mark special conditions on an account. These codes are critical because their absence is itself a violation. If you've filed a dispute, the furnisher must apply the appropriate CCC.

Code	Meaning
XA	Account closed at consumer's request
XB	Account information disputed by consumer (Metro 2 format)
XC	Account information disputed by consumer under FCRA
XD	Account information disputed by consumer — resolved
XE	Account information previously disputed — now resolved
XF	Account in forbearance (mortgage)
XG	Account paid in full for less than the full balance (settled)
XH	Account information disputed (after investigation)
XJ	Account closed due to inactivity
XR	Removed due to fraud (identity theft)

Critical insight

When you file an FCRA dispute, the furnisher is required to apply CCC "XB" or "XC" within their next reporting cycle. If they fail to, every credit report generated during your dispute window is misleading lenders — and that is itself an FCRA violation worth raising in the dispute escalation.

SECTION 08

Special Comment Code Reference

Special Comment Codes are 2-character flags providing additional context about the account beyond the Account Status Code. Like the CCC, missing or incorrect Special Comment Codes are common Metro 2 violations.

Code	Meaning
AS	Account closed at credit grantor's request
AU	Account included in bankruptcy
AV	Account voluntarily surrendered — then redeemed
BO	Bankruptcy proceedings filed; chapter unknown
BP	Account paid through bankruptcy
DE	Account closed due to consumer's death
DF	Account 90 days past due — making partial payments
DN	Account paid as negotiated for less than full balance
FX	Account in foreclosure proceedings
GR	Insurance claim paid
IA	Account in repayment plan / debt management
L	Account in collection by attorney
M	Account paid by co-signer / guarantor
N	Account secured by collateral
O	Account legally paid in full for less than full balance
S	Account assigned to government for collection
V	Account included in a Chapter 13 bankruptcy
AW	Affected by natural or declared disaster

SECTION 09

Writing a Metro 2 Dispute Letter

A Metro 2-based dispute letter is substantively different from a generic dispute. Where a generic letter says "I don't think this is mine," a Metro 2 letter identifies the specific field error, cites the legal authority, and demands a specific outcome. Bureaus and furnishers treat these very differently.

The 3-Part Structure

Part 1**Identify the Specific Field Error**

Don't just say "this is wrong." Say which field is wrong, what value it currently shows, and what value it should show. Example: "The Date of First Delinquency on this account is reported as 06/2022, which contradicts the original creditor's 03/2019 reporting on a prior tradeline. Per FCRA §605, the reporting clock cannot be reset."

Part 2**Cite the Legal Authority**

Reference the specific FCRA section that supports your dispute. The most common citations are: §611 (procedure in case of disputed accuracy, 30-day investigation), §623 (data furnisher duties), §605 (the 7-year reporting clock), and §616 (civil liability for willful noncompliance).

Part 3**Demand a Specific Outcome**

Ask for one of three outcomes: (a) correction of the specific field, (b) deletion of the tradeline if correction is not possible, or (c) reinvestigation with a Method of Verification (MOV) response if the bureau intends to verify the account.

SECTION 10

Sample Metro 2 Dispute Letter

Below is a sample Metro 2 dispute letter you can adapt. Send via USPS Certified Mail with Return Receipt to the bureau's dispute address. Keep copies of everything.

```
[Your Name]
[Your Address]
[City, State ZIP]
[Date]

[Bureau Name – Choose One]
Equifax, P.O. Box 740241, Atlanta, GA 30374
Experian, P.O. Box 4500, Allen, TX 75013
TransUnion, P.O. Box 2000, Chester, PA 19022

RE: Metro 2 Dispute Under FCRA §611 and §623
Consumer SSN: XXX-XX-[last 4]
Account: [Creditor Name] – [last 4 of account #]

Dear Sir or Madam,

I am disputing the above-referenced tradeline on my credit report
for the following Metro 2 reporting violation(s):

FIELD IN ERROR: [Account Status Code / DOFD / CCC / etc.]
CURRENT VALUE: [What is currently being reported]
CORRECT VALUE: [What the value should be]
REASON:          [Why it is wrong – cite specific Metro 2 rule]

This reporting violates:
- FCRA §611 (15 U.S.C. §1681i): bureau accuracy obligations
- FCRA §623 (15 U.S.C. §1681s-2): furnisher accuracy obligations
- The Metro 2 reporting standard published by the CDIA

I request that you investigate this dispute within the 30-day
window required by §611(a)(1). If the furnisher cannot provide
documentation supporting the current reporting, I request that
the tradeline be DELETED in accordance with §611(a)(5)(A).

If you intend to verify this tradeline, I request a Method of
Verification (MOV) response under §611(a)(7), including the
name and contact information of the person who confirmed the
verification, the documents reviewed, and the procedures used.

Enclosed: [List supporting documents]

Sincerely,

[Your Signature]
[Your Typed Name]
```

SECTION 11

Your Federal Rights

Three federal laws give consumers specific, enforceable rights over their credit reports and how debt is collected. Every right described in this guide derives from one of these laws.

Fair Credit Reporting Act (FCRA) — 15 U.S.C. §1681

The FCRA is the foundational federal law governing credit reports. Key provisions: §609 gives you the right to access your credit file. §611 gives you the right to dispute inaccurate information and requires the bureau to investigate within 30 days. §616 allows you to sue for willful noncompliance — statutory damages up to \$1,000 plus actual damages, attorney fees, and costs. §623 establishes furnisher accuracy obligations.

Fair Debt Collection Practices Act (FDCPA) — 15 U.S.C. §1692

The FDCPA regulates third-party debt collectors. Key provisions: §807 prohibits false or misleading representations. §809 gives consumers the right to demand debt validation within 30 days of first contact. §813 allows consumers to sue for FDCPA violations — statutory damages up to \$1,000 plus actual damages, attorney fees, and costs.

Credit Repair Organizations Act (CROA) — 15 U.S.C. §1679

CROA regulates credit repair companies. CROA-compliant companies (like Maximum FICO Score) cannot charge advance fees, must provide a written contract, must give consumers a 3-day cancellation right, and cannot guarantee specific results. This guide is provided as consumer education under CROA §1679c, which encourages consumers to understand their own rights.

Important

Every right described in this guide costs you nothing to exercise. Credit bureaus cannot charge for disputes. The CFPB and FTC provide free complaint channels. You can DIY all of this — or you can hire a CROA-compliant company to do it on your behalf.

SECTION 12

Glossary of Credit Reporting Terms

Bureau / CRA	Credit Reporting Agency — Equifax, Experian, or TransUnion. The entities that compile credit reports.
CCC	Compliance Condition Code — 2-character flag indicating special status (disputed, bankruptcy, etc.)
CDIA	Consumer Data Industry Association — the trade association that publishes the Metro 2 format.
Charge-off	An account the original creditor has written off as a loss. Still legally collectable.
Collection	An account assigned to or purchased by a third-party debt collector.
CRRG	Credit Reporting Resource Guide — the official Metro 2 specification document, published by CDIA.
DOFD	Date of First Delinquency — the original date the consumer first fell behind. Starts the 7-year clock.
FCRA	Fair Credit Reporting Act, 15 U.S.C. §1681 — the foundational federal credit reporting law.
FDCPA	Fair Debt Collection Practices Act, 15 U.S.C. §1692 — federal law regulating debt collectors.
FICO	Fair Isaac Corporation. The most widely used consumer credit scoring model.
Furnisher	Any entity that reports account information to the credit bureaus (banks, lenders, collectors).
MOV	Method of Verification — a request under FCRA §611(a)(7) asking how a bureau verified a disputed account.
PFD	Pay-for-Delete — a negotiated agreement where a collector deletes a tradeline after payment.
Re-aging	Illegally resetting the DOFD on a debt to extend its reporting period. FCRA §605 violation.

Tradeline	A single account entry on a credit report. Each tradeline has its own Metro 2 record.
Validation	Right under FDCPA §809 to demand a collector prove the debt is yours and accurate.
Utilization	The percentage of available credit currently being used. 30% of your FICO score.

SECTION 13

About Maximum FICO Score

Maximum FICO Score is a BBB A+ rated, CROA-compliant credit education and credit repair company founded in 2016 in Bakersfield, California. We help consumers navigate the technical and legal complexities of credit reporting — Metro 2 violations, FCRA disputes, FDCPA validations, and pay-for-delete negotiations.

We never charge advance fees (that would violate CROA), we never guarantee specific outcomes (no credit repair company legally can), and we believe consumer education is the foundation of lasting credit health. This guide is part of our free credit education series.

How We Work

Every Maximum FICO Score client starts with a free credit consultation. We pull all three reports, identify Metro 2 violations and disputable items, and build a written action plan with a realistic timeline. If we cannot help, we say so. If we can, we explain exactly what we'll do, what it will cost, and what the realistic range of outcomes is.

READY TO GET STARTED?

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***Disclaimer:** This guide is for educational purposes only and does not constitute legal advice. Maximum FICO Score is not a law firm. Results vary based on individual credit profiles, the cooperation of furnishers, and the responsiveness of credit bureaus. Federal law (CROA) prohibits any credit repair company from guaranteeing specific score increases or deletion outcomes. Metro 2 codes and rules in this guide are summarized from publicly available CFPB and FTC materials; the authoritative source is the CDIA's Credit Reporting Resource Guide (CRRG), which is available for purchase from CDIA.*